



Maryland Department of Health

Division of Children's Services

HealthChoice and Acute Care Administration

## **REM Case Manager Provider Solicitation**

Request for Proposals

Rare and Expensive Case Management (REM)

Issue Date: August 5, 2019

### **Amendments**

#### **Amendment #1 (8/22/2019)**

(1) Revised date of the Pre-Proposal Conference from August 29, 2019 from 9:30-11:30 AM to September 11, 2019 from 2–4PM.

(2) Revised the deadline for receipt of Proposals from September 20, 2019 at 2 PM to September 30, 2019 at 2 PM.

March 1, 2020 through February 28, 2023

Option #1: March 1, 2023 to February 29, 2024

Option #2: March 1, 2024 to February 28, 2025

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## **SOLICITATION SUMMARY**

This is a statewide solicitation for a Case Management Provider who is capable of meeting REM Program standards and requirements. The Department intends to make one award to a single Offeror whose Proposal is deemed the most advantageous to the State.

It is the State's intention to obtain services, as specified in this solicitation, from a Contract between the selected Offeror and the State.

An Offeror must be able to provide all REM Case Management services directly and meet all of the requirements in this solicitation, including a potential add-on option where the REM case manager will serve as the sole case manager to REM Participants concurrently enrolled in multiple Medicaid programs. The successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

The anticipated duration of the Contract will be for the period of time from Contract Commencement to the Go-Live Date, plus three (3) years from the Go-Live Date for the provision of all services required by the Contract and the requirements of the solicitation. The Contract may be extended for two periods of one year each at the sole discretion of the Department. Prior to the Go-Live-Date, there will be a seventy-five (75) day transition period.

## **DESCRIPTION OF SERVICES**

The Division of Children's Services within the Maryland Department of Health ("the Department") is soliciting Proposals from qualified Offerors to render statewide medical Case Management services to REM Participants. Case Management services include developing a REM Participant Assessment Report and Case Management Plan, monitoring and revising the plan, and assisting with access to healthcare services. The goals of the REM Program are to facilitate access to quality health care, to promote coordination of services in the most effective manner, and to optimize the REM Participant's functional ability and well-being.

The current rates for these services are posted on the Department's website at: <https://mmcp.health.maryland.gov/longtermcare/Pages/REM-Program.aspx>.

## **PROVIDER AGREEMENT TERMS**

Base Contract: March 1, 2020 through February 28, 2023

Option #1: March 1, 2023 to February 29, 2024

Option #2: March 1, 2024 to February 28, 2025

## **SOLICITATION POINT OF CONTACT**

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**Deadline for receipt of Proposals: September 30, 2019 at 2p.m.**

## PRE-PROPOSAL CONFERENCE

To be held at The Maryland Department of Health, 201 W. Preston Street, Baltimore, Maryland 21201 in Room L-1 on September 11, 2019 from 2:00 PM – 4:00 PM.

## GENERAL INFORMATION

## RELEVANT TERMS, ACRONYMS, AND DEFINITIONS

- 1) **Appeal** - The process to resolve a REM Participant's dispute with any adverse decision. The Appeal process shall be governed by the Department's regulations (COMAR 10.09.36.09) and any and all administrative or court orders.
- 2) **Business Day(s)** - The official working days of the week to include Monday through Friday. Official working days exclude State Holidays (see definition of "Normal State Business Hours" below).
- 3) **Case Management** - Assessing, planning, coordinating, and monitoring the delivery of medically necessary health-related services.
- 4) **Case Management Provider** - The Contractor, or a subcontractor of the Contractor, which provides Case Management services to REM Participants assigned by the Department.
- 5) **COMAR** - Code of Maryland Regulations, which are available online at [www.dsd.state.md.us](http://www.dsd.state.md.us).
- 6) **Conflict of Interest** - Due to other activities or relationships with other persons, when a person is unable or potentially unable to render impartial assistance or advice to the State, or when the person's objectivity in performing the Contract work is, or might be otherwise impaired, or when a person has an unfair competitive advantage.
- 7) **Contract** - The Contract awarded to the successful Offeror pursuant to this solicitation.
- 8) **Contract Commencement** - The date the Contract is signed by the Department following any required approvals of the Contract.
- 9) **Contract Duration** - The anticipated duration of services to be provided under this Contract is three (3) years, followed by up to two (2) Contract renewal options for one (1) year each.
- 10) **Contract Monitor** - The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, and achieving completion of the Contract requirements on time and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor's responsibilities. The Department may change the Contract Monitor at any time by written notice to the Contractor.
- 11) **Contractor** - The selected Offeror that is awarded a Contract by the State.

- 12) **Department** - The Maryland Department of Health.
- 13) **Early Periodic Screening, Diagnostic and Treatment Services (EPSDT)** - Comprehensive preventative healthcare pursuant to 42 CFR § 441.50 et seq. as amended, and other diagnostic and treatment services that are necessary to correct or ameliorate defects and physical and mental illnesses in children younger than 21 years. See COMAR 10.09.53.
- 14) **Go-Live Date** - The date, as specified in the Notice to Proceed, when the Contractor must begin providing all services required by this solicitation. The Go-Live Date for this solicitation is anticipated to be March 1, 2020.
- 15) **HealthChoice** - Maryland Medicaid's statewide mandatory managed care program, as defined in COMAR 10.09.65.
- 16) **Health Insurance Portability and Accountability Act (HIPAA)** - A federal act passed in 1996 and amended in 2009 requiring standardization of electronic patient health, administrative, and financial data; unique health identifiers for individuals, employer, health plans, and health care providers; and security standards to protect the confidentiality and the integrity of individually identifiable health information past, present, or future.
- 17) **Individualized Education Plan (IEP)** - A written description of special education and related services to be implemented to meet the individual needs of a child.
- 18) **Individualized Family Service Plan (IFSP)** - A written plan for providing early intervention and other services to an eligible child and the child's family.
- 19) **Interdisciplinary Team** - The group comprised of the case manager and relevant service providers to develop the Case Management plan under the overall direction and coordination of the case manager, in consultation with the REM Participant and, when applicable, the REM Participant's family.
- 20) **Key Personnel** - All personnel identified in the solicitation as such, or personnel identified by the Offeror in its Proposal that are essential to the work being performed under the Contract.
- 21) **Local Time** - Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- 22) **Long Term Support Services Maryland (LTSS)** - A custom-developed software solution to support Case Management business processes for over 10,000 participants in the Maryland Medicaid program.
- 23) **Managed Care Organization (MCO)** - An entity that provides comprehensive somatic care through the HealthChoice Program for most children and pregnant women enrolled in the Maryland Medicaid program.
- 24) **Medicaid/Medical Assistance (MA)** - A program, funded by the federal and State governments, which pays for medical care for low-income individuals or families, as well

as elderly or disabled individuals. To receive MA, an individual must meet certain financial requirements and also must go through an application process.

- 25) **Medically Necessary** - A service or benefit that is directly related to diagnostic, preventive, curative, palliative, rehabilitative, or ameliorative treatment of an illness, injury, disability, or health condition; consistent with current accepted standards of good medical practice; the most cost-efficient service that can be provided without sacrificing effectiveness or access to care; and not primarily for the convenience of the participant, the participant's family, or the provider.
- 26) **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: <https://dbm.maryland.gov/employees/Pages/StateHolidays2018.aspx> – keyword: State Holidays.
- 27) **Notice to Proceed** - A written notice from the Contract Monitor that, subject to the conditions of the Contract, work under the Contract is to begin as of a specified date. The start date listed in the Notice to Proceed is the Go-Live Date, and is the official start date of the Contract for the actual delivery of services as described in this solicitation. After Contract Commencement, additional Notices to Proceed may be issued by either the Contract Monitor or the Department regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- 28) **Offeror** - An entity that submits a Proposal in response to this solicitation.
- 29) **Personally Identifiable Information (PII)** - Any information that can be used to identify, contact, or locate an individual, either alone or combined with other easily accessible sources.
- 30) **Proposal** - An Offeror's Technical Proposal.
- 31) **Protected Health Information (PHI)** - Individually identifiable information, including demographics, related to a person's health, health care, or payment for health care.
- 32) **Provider** - The service and supply providers of the REM Participant or REM-Eligible Participant.
- 33) **Public Behavioral Health System (PBHS)** - The system that provides medically necessary behavioral health services for Medicaid participants and certain other uninsured individuals, including mental health and substance use disorder services.
- 34) **Rare and Expensive Case Management (REM) Program** - A voluntary program under the Maryland Medical Assistance HealthChoice program that provides Case Management services and other optional services to eligible individuals with specific rare and expensive conditions.
- 35) **REM Optional Services** - The services listed in COMAR 10.09.69.09 and 10.09.69.10.
- 36) **REM Participant** - A Medicaid participant who:
  - a. Meets the diagnostic criteria set by the Department for the REM Program;
  - b. Consents to participating in the REM Program; and
  - c. Has completed all coordination of services and is enrolled in the REM Program.



- 37) **REM-Eligible Participant** - A Medicaid participant who:
- a. Meets the diagnostic criteria set by the Department for the REM Program;
  - b. Consents to participating in the REM Program; and
  - c. Receives ongoing medical support services or supplies through a HealthChoice MCO, until services are transferred to the REM Program.
- 38) **Reportable Event** - A problem or a potential problem that requires immediate notification and/or assistance from the case manager or the Department.
- 39) **State** - The State of Maryland.
- 40) **Transitioning Youth** - REM Participants who are within six (6) months of their 21st birthday, who may require referrals to the Developmental Disabilities Administration/Division of Rehabilitation Services, Department of Disabilities, Community Options/Community First Choice programs and referrals to MCOs and adult primary care physicians and specialists.

## **1.0 BACKGROUND**

### **1.1 PHILOSOPHY**

The REM Program's guiding principle is to provide individualized Case Management services that take into consideration the REM Participant's special health care and psychosocial needs. The goals of REM Case Management are to facilitate access to quality health care, to promote coordination of services in the most effective manner, and to optimize the REM Participant's functional ability and well-being.

### **1.2 PROGRAM AND PARTICIPANTS**

The REM Program is a voluntary, Fee-for-Service Case Management alternative to participation in Maryland's HealthChoice MCOs for Medicaid participants with specified rare and expensive conditions. In order to be enrolled in the REM Program, a person must be eligible for HealthChoice and diagnosed with an approved REM qualifying diagnosis within the required age limit for the diagnosis (Attachment A).

Participants enrolled in the REM Program receive Medicaid Fee-for-Service benefits, in addition to REM Case Management and any REM optional services that are determined to be Medically Necessary. REM optional services include adult private duty nursing, shift home health aide services, nutritional supplements, and dental services. REM optional services may require preauthorization. A REM case manager can be either a registered nurse or a licensed clinical social worker and is required to have the experience and knowledge to assist the REM Participant with accessing the best possible health care and services available.

Participants under 21 years of age comprise approximately 74% of the REM population. The total active REM population as of June 2019 is 4,286 REM Participants. Approximately 553 REM Participants speak a primary language other than English. Of those 553 REM Participants who speak a primary language other than English, 449 or 82% speak Spanish.

The Department makes no representations or assurances as to the number of future REM Participants. The current numbers are provided solely for illustrative purposes.

## **2.0 OFFEROR QUALIFICATIONS**

### **2.1 MINIMUM QUALIFICATIONS**

The following qualifications are required of all Offerors. Offerors should include in their Proposal a concise description detailing how these requirements will be met by the organization or agency and provide relevant agency materials or document samples to demonstrate the experience or capability.

- 2.1.1. At least five (5) years of experience providing healthcare Case Management services for adults and children with complex medical needs.
- 2.1.2. Free from Conflicts of Interest:
  - A. As defined in this Solicitation; or
  - B. Neither the Offeror, nor the parents, affiliates, or subsidiaries of the Offeror, may provide any direct health care services other than Case Management under the Maryland Medicaid program.
- 2.1.3. Capable of communicating in other languages and providing interpreter services for all languages.
- 2.1.4. Be available beyond the termination of this Contract for the accountability of any services performed as part of the Contract including, but not limited to, providing documents and witnesses.
- 2.1.5. At least five (5) years of experience working with Medicaid programs, including MCOs.

### **2.2 HIGHLY DESIRABLE QUALIFICATIONS**

The following qualifications are highly desirable. Offerors should describe how they meet these qualifications and provide relevant agency materials or document samples to demonstrate the experience or capability in their Proposal.

- 2.2.1. At least two (2) years of demonstrated knowledge and experience with medically complex children and/or adults with disabilities, comorbid conditions, and individuals experiencing poverty. These may include private, public, nonprofit, local, regional, and national entities. Where applicable, provide examples of established linkages and affiliations with these resources.
- 2.2.2. Demonstrated ability to provide services in a time-efficient and cost-effective manner.
- 2.2.3. Capable of communicating and providing written materials in alternative formats, if requested. Formats include translators, interpreters, large print, and electronic copies.

- 2.2.4. Demonstrated communication and/or coordination with other programs and groups serving medically complex children and/or adults with disabilities in community-based services.
- 2.2.5. Demonstrated experience and an understanding of private insurance programs or Medicare as they relate to Medicaid rules, policies and regulations.

## **2.3 KEY STAFF**

The following qualifications are required for the associated staff descriptions. Offerors should demonstrate how their staff meets these qualifications by providing relevant agency materials or document samples.

### **2.3.1 Contract Manager. The Contract Manager must:**

- A. Have at least five (5) years of clinical experience with adults and children with complex medical needs;
- B. Have at least five (5) years of supervisory Case Management experience, either concurrently or consecutively;
- C. Be a licensed registered nurse or a licensed social worker; and
- D. Be assigned 100 percent full-time to the Contract.

### **2.3.2. Quality Improvement Manager. The Quality Improvement Manager must:**

- A. Have at least five (5) years of healthcare experience in quality improvement, Case Management, or utilization review, with specific experience in developing and implementing performance measures;
- B. Be a licensed registered nurse;
- C. Be familiar with designing and implementing quality improvement or disease management programs for severely disabled and medically-compromised populations; and
- D. Be assigned at least 50 percent full-time to the Contract.

## **2.4 OTHER PERSONNEL**

### **2.4.1. Case Management Supervisors. Case Management Supervisors must:**

- A. Be a licensed registered nurse or a licensed social worker;
- B. Have a nationally recognized certification in Case Management. Examples of nationally recognized certifications include Certified Case Manager (CCM), Certified Advanced Social Work Case Manager (C-ASWCM), and Certified Social Work Case Manager (C-SWCM);

- C. Have at least five (5) years of experience in providing healthcare Case Management services to children and/or adults with complex medical needs; and
- D. Have at least two (2) years of supervisory experience in a nursing or Case Management setting.

2.4.2. Case Managers. Case Managers must:

- A. Be a licensed registered nurse or a licensed social worker;
- B. Have a nationally recognized certification in Case Management within two (2) years of employment. Examples of nationally recognized certifications include Certified Case Manager (CCM), Certified Advanced Social Work Case Manager (C-ASWCM), and Certified Social Work Case Manager (C-SWCM); and
- C. Have at least two (2) years of experience in providing healthcare Case Management services to pediatric and adult clients with complex medical needs.

2.4.3. Provider Relations Representatives. Provider Relations Representatives must have at least two (2) years of experience in customer service.

### **3.0 SCOPE OF SERVICES**

By submitting a Proposal for this solicitation, in addition to the requirements of this solicitation, the successful Offeror agrees to comply with all of the provisions of the Provider Agreement for REM Case Management Services found in this solicitation, all policies of the REM Program, and all applicable provisions of Maryland regulations, specifically COMAR 10.09.69.

The Department may terminate the Contract at any time by notifying the Contractor in writing.

Any appeal related to this solicitation shall be subject to the provisions of COMAR 10.01.03, except that the Department shall hold a hearing, consider any exceptions and render a final decision within thirty (30) days of the date an appeal is filed. Appeals must be filed with the Contract Monitor within seven (7) calendar days of the date of receipt by the Offeror of a letter of non-award or, if the Offeror requests a debriefing, within seven (7) calendar days of the debriefing. The Department may make an award of this Contract notwithstanding an appeal. Appeal by an unsuccessful Offeror of an award of this Contract does not stay the start date of the Contract as agreed to by the Department and the selected awardee.

### **3.1 CASE ASSIGNMENT**

The Contractor agrees to:

- 3.1.1. Receive and accept all referrals for REM Participants and REM-Eligible Participants from the Department via LTSS;

- 3.1.2. Assign a case manager to new REM Participants and document the assignment in LTSS within one (1) Business Day of the referral notification in LTSS;
- 3.1.3. Provide REM Case Management services to a REM Participant or REM-Eligible Participant only after receiving notification of the REM referral in LTSS;
- 3.1.4. Provide an alternate case manager, who is familiar with the REM Participant's needs, to act on behalf of the assigned case manager if the case manager is unavailable. The Department must be notified within twenty-four (24) hours if a qualified alternate case manager is not available;
- 3.1.5. Provide interpreter services or assign a case manager with appropriate language proficiency if the REM Participant or REM-Eligible Participant is limited in their English proficiency, and document the need for language interpretation services in LTSS for future Case Management activities; and
- 3.1.6. Complete a REM Service Coordination Form (Attachment G) in LTSS within fourteen (14) Calendar Days of the Contractor's referral notification in LTSS for a new REM-Eligible Participant.
  - A. Verify that the REM-Eligible Participant's current services and supply Providers are Medicaid Fee-for-Service providers. If a current Provider is not a Medicaid provider, the Contractor must provide a list of Fee-for-Service Providers to the REM-Eligible Participant to assist in the selection of a participating Provider; and
  - B. Contact the REM-Eligible Participant to verify that they have adequate medical supplies on hand to allow sufficient time for the transition of services from the MCO provider to a Fee-for-Service Provider.

### **3.2 REM PARTICIPANT INITIAL CONTACT, ASSESSMENT AND DEVELOPMENT OF CASE MANAGEMENT PLAN**

The Contractor agrees to:

- 3.2.1. Complete all documentation in LTSS including, but not limited to, all contacts with REM Participants, REM-Eligible Participants, and service and supply Providers documenting the date, type of contact, length of time of the activity, summary of the contact or meeting and contact outcome(s);
- 3.2.2. Complete a telephone or email contact with each REM Participant or REM-Eligible Participant by the next Business Day following the REM case manager's assignment. If contact was attempted by phone or email, a response from the participant or their parent or legal guardian must be received by the case manager to meet the contact requirement;
- 3.2.3. Obtain from each REM Participant or REM-Eligible Participant, or from their parent or legal guardian, a signed Consent to Release Information Form (Attachment J);
- 3.2.4. Gather and review all relevant information needed to assess each REM Participant's or REM-Eligible Participant's condition and needs, upon assignment, including medical

- records, consultation with service Providers and MCO Special Needs Coordinators (if applicable), as well as psychosocial and environmental assessments. A review of the services currently provided by the MCO is also required;
- 3.2.5. Conduct a face-to-face visit with each REM Participant or REM-Eligible Participant and their parent or legal guardian, within ten (10) Calendar Days of the referral notification in LTSS;
  - 3.2.6. Assist each REM Participant or REM-Eligible Participant and their parent or legal guardian with completing the Emergency Information Form for Children with Special Needs, available at <http://www.emergencycareforyou.org/globalassets/ecy/media/pdf/eif-form.pdf>;
  - 3.2.7. Assist each REM Participant or REM-Eligible Participant with the development of an Emergency Back-Up Plan to be documented in the Case Management Plan as required in Section 3.2.9 B. i. of this solicitation, which must include emergency contacts and steps to follow in the event of an emergency. The Emergency Back-Up Plan must be reviewed and updated annually;
  - 3.2.8. Assist each REM Participant or REM-Eligible Participant with registering with local emergency services providers such as the local Fire Department (as appropriate);
  - 3.2.9. Complete the following Reports in LTSS within thirty (30) Calendar Days of the referral notification in LTSS:
    - A. Assessment Report (Attachment H).
      - i. Develop the Assessment Report based upon the information gathered during the initial onsite visit; the information obtained after a review of medical documentation; and consultations with the REM Participant or REM-Eligible Participant, their parent or legal guardian, the primary care provider, and other service Providers involved in the REM Participant's or REM-Eligible Participant's care; and
      - ii. Review and revise the Assessment Report every twelve (12) months according to the date of the REM Participant's enrollment and/or when a significant change in the REM Participant's condition occurs;
    - B. Case Management Plan (Attachment I).
      - i. Develop a Case Management Plan that establishes individualized person-centered goals that are mutually agreed upon by the REM Participant or REM-Eligible Participant and caregiver, when appropriate. Planning and interventions should be accomplished through coordination, collaboration, and communication with the Interdisciplinary Team of various medical providers, other State agencies, and private sector charitable agencies; and
      - ii. Review and revise the Case Management Plan according to the REM Case Management Reporting Requirements (Attachment D), when required by the REM Participant's change in medical condition, when a Reportable Event occurs, when there is a change in the participant's level of care, or when the participant transitions from one setting to another;

- 3.2.10. Use the REM Level of Care Guidelines (Attachment C) to assign a level of care to each REM Participant or REM-Eligible Participant and follow the appropriate Case Management Reporting Requirements (Attachment D) based on the level of care;
- 3.2.11. Ensure Case Management Supervisor review and approval of the REM Participant's or REM-Eligible Participant's Assessment Report, Case Management Plan, and level of care assignment within ten (10) Calendar Days of completion in LTSS;
- 3.2.12. Provide the Department of Human Services (DHS) caseworker with a copy of the signed REM Consent to Release Information Form (Attachment J), within thirty (30) days of the referral in LTSS, if the REM Participant or REM-Eligible Participant has a DHS caseworker and wishes for the Contractor to be identified as an Authorized Representative; and
- 3.2.13. Ask the REM Participant or REM-Eligible Participant to either assign the REM case manager as an Authorized Representative in the Maryland Health Connection, or allow the Contractor to provide a signed REM Consent to Release Information Form (Attachment J) to the local DHS or Local Health Department, to have the REM case manager identified as an Authorized Representative in the Maryland Health Connection.

### **3.3 IMPLEMENTATION AND MONITORING OF THE CASE MANAGEMENT PLAN**

The Contractor agrees to:

- 3.3.1. Contact the REM Participant and primary care provider at the minimum communication frequency specified for the associated level of care in the Case Manager Reporting and Requirements (Attachment D), and more frequently when necessitated by the participant's medical condition and goals;
- 3.3.2. Ensure all case managers are able to have face-to-face consultations with their assigned REM Participants within twenty-four (24) hours' notice, if requested by the Department;
- 3.3.3. Maintain a record of contacts for each REM Participant in LTSS;
- 3.3.4. Notify the Department if unable to maintain the minimum contact requirements with the REM Participant for sixty (60) days, as outlined in the REM Case Manager Reporting Requirements (Attachment D);
- 3.3.5. Contact the Department's REM Intake Unit if unable to make successful contact with a newly referred/enrolled REM Participant within fourteen (14) Calendar Days of referral notification in LTSS;
- 3.3.6. Communicate to the Department any adverse action or Reportable Event related to a REM Participant, in the format required by the Department, as soon as the Contractor becomes aware of the problem;
- 3.3.7. Notify the Department by phone within twenty-four (24) hours, when critical issues of health and safety are identified;



- 3.3.8. Notify the Department of any issue concerning interagency cooperation or coordination within the Department that adversely affects a REM Participant, as soon as the Contractor becomes aware;
- 3.3.9. Review and revise the Assessment Report according to the Case Manager Reporting Requirements (Attachment D), or as requested by the Department;
- 3.3.10. Review and revise the Case Management Plan according to the Case Manager Reporting Requirements (Attachment D), when required by the REM Participant's medical condition, when a Reportable Event occurs, or when the participant transitions from one setting to another (i.e. Transitioning Youth to adult, inpatient or long term care (LTC) to home, LTC to group home, etc.);
- 3.3.11. Educate REM Participants and their parent or legal guardian, on proper utilization of medical services and supplies, using utilization information from quarterly paid claims reports;
- 3.3.12. Communicate changes in the Case Management Plan to the REM Participant, their parent or legal guardian, the primary care provider, and other Providers who will be affected by the change in the Case Management Plan;
- 3.3.13. Review quarterly REM cost data provided by the Department and monitor the REM Participant's service utilization to assess if services are being received and if they meet the needs of the participant;
- 3.3.14. Provide assistance in accessing and maintaining all services by making referrals, providing information, or providing other assistance as requested by the REM Participant or the REM Participant's representative;
- 3.3.15. Verify each REM Participant's eligibility for the REM Program monthly, including Medicaid eligibility and active special program codes;
- 3.3.16. Notify the REM Participant, their representatives, and Providers of any loss of eligibility discovered during monthly eligibility monitoring, and assist with identifying and accessing alternate community resources;
- 3.3.17. Follow up as needed to assist with resolving any Medicaid eligibility issues discovered during the monthly contact;
- 3.3.18. Train Case Management staff in procedures and policies necessary to fulfill all Contract requirements, as well as share all ongoing or Department-requested policy, procedure, and program changes; and
- 3.3.19. Attend hearings only with approval from the Department.

### **3.4 COORDINATION OF REM PARTICIPANT SERVICES**

The Contractor agrees to:

- 3.4.1. Assist the REM Participant in gaining access to Medically Necessary services and verify that the recommended levels of services are received;

- 3.4.2. Submit to the Department, according to the schedule in Attachment D, or upon request, a current Assessment Report (Attachment G) and Case Management Plan (Attachment H) or other additional information to support a determination of Medical Necessity with respect to services, equipment, and supplies requested for a REM Participant;
- 3.4.3. Serve as a liaison between somatic care providers and Maryland PBHS providers, if the REM Participant has received a referral or services for both;
- 3.4.4. Assist the REM Participant in the coordination of services with other State waiver programs and agencies;
- 3.4.5. Facilitate and monitor receipt of services in accordance with the current Maryland Healthy Kids Preventive Health Schedule and Maryland Recommended Childhood Immunization Schedule to EPSDT-eligible REM Participants by:
  - A. Assisting with scheduling appointments for EPSDT services; and
  - B. Arranging transportation for the REM Participant to get to and from the Provider's location (if applicable);
- 3.4.6. Contact and assist the REM Participant's hospital inpatient case manager with discharge planning by assessing discharge needs, assisting with identifying community service Providers, and arranging transportation (if needed) upon notification from the Chesapeake Regional Information System for our Patients (CRISP), the Department or another entity about a hospital admission of a REM Participant;
- 3.4.7. Review nursing documentation and physician's orders at each home visit for a REM Participant who is receiving private duty nursing, shift home health aide services, or certified nursing assistant services;
- 3.4.8. Submit to the Department, upon request, a Private Duty Nursing Assessment form (Attachment L) :
  - A. If the REM Participant is requesting new or additional private duty nursing, shift home health aide services, or certified nursing assistant services;
  - B. Once every twelve (12) months for a REM Participant receiving ongoing private-duty nursing, shift home health aide services, or certified nursing assistant services;
  - C. Once every six (6) months for a REM Participant who has Medicare and is receiving private-duty nursing, shift-home health aide services, or certified nursing assistant services; or
  - D. If the REM Participant is receiving private duty nursing, shift home health aide services, or certified nursing assistant services and becomes eligible for Medicare.
- 3.4.9. Assist the REM Participant in the coordination of school health-related services with the local educational agency responsible for implementing the REM Participant's IEP or IFSP, if applicable;
- 3.4.10. Encourage the REM Participant to complete their Medicaid redetermination application timely and to contact DHS or the Maryland Health Connection for assistance as necessary, in order to ensure uninterrupted Medicaid eligibility;

- 3.4.11. Maintain current addresses, phone numbers, and other contact information for REM Participants and their representatives in LTSS;
- 3.4.12. Develop an individualized plan with identified interventions aimed towards achievement of the transition goals of the REM Participant, beginning when the participant reaches age seventeen (17) years old;
- 3.4.13. For each REM Participant who is twenty (20) years of age:
  - A. Complete a Transitioning Youth Assessment within thirty (30) days of the REM Participant's 20<sup>th</sup> birthday to assess future needs, including the identification and planning for potential medical, social, occupational, residential, legal, and eligibility issues or concerns;
  - B. Educate the REM Participant on changes to Medicaid benefits when transitioning to adult services;
  - C. Develop the transition goals with the REM Participant and incorporate them into their Case Management Plan (Attachment I);
  - D. Identify interventions to assist the REM Participant to meet their goals; and
  - E. Include and share the plan with the Interdisciplinary Team, the primary care physician, the REM Participant's parent or legal guardian, school based programs, the Division of Rehabilitation Services (DORS), the Developmental Disability Administration (DDA), and other State programs as appropriate;
- 3.4.14. Assign REM Participants back to the Department in LTSS and stop providing REM Case Management services if unable to meet the minimum REM Case Management Reporting Requirements (Attachment D) for sixty (60) days.

### **3.5 REM PARTICIPANT CASE TRANSITION AND CLOSURE**

The Contractor agrees to:

- 3.5.1. Case Transition and Closure.
  - A. Assist the REM Participant in selecting an MCO when a REM Participant is no longer eligible for the REM Program, but remains eligible for HealthChoice;
  - B. Contact the HealthChoice eligibility unit and inform them of which MCO was selected after the REM Participant has chosen an MCO;
  - C. Contact the MCO Special Needs Coordinator to provide information regarding the REM Participant's needs and current services, equipment, and supplies;
  - D. Assist the REM Participant with transferring to Fee-for-Service Medicaid when the REM Participant is no longer eligible for the REM Program and is no longer eligible for HealthChoice;
  - E. Submit a REM Case Closure form in LTSS documenting the reason for the closure and the plan for transitioning REM services; and

- F. Continue all required Case Management activities and monitoring, through the effective date of termination from the REM Program, as noted on the approved REM Case Closure form received from the Department; and
- G. Update and submit the REM Case Closure form within fourteen (14) calendar days once approved by the Department, to include the REM Participant's medical history and current medical status, current Case Management interventions and transition plan at the time of closure.

### **3.6 CASE MANAGEMENT ADMINISTRATION**

The Contractor agrees to:

- 3.6.1. Designate a Contract Manager who will serve as the main point of contact between the Contractor and the Department, and who will be held responsible for fulfilling all obligations outlined in the Contract;
- 3.6.2. Assign supervisory responsibility for no more than seven (7) full time (equivalent) case managers to any full time (or equivalent) Case Management supervisor, with the number of case managers assigned to a particular case manager supervisor adjusted to reflect a part time schedule or responsibilities under multiple Contracts;
- 3.6.3. Designate a Provider Relations Representative to handle inquiries from providers and serve as a liaison between providers and case managers when case managers are unavailable.
  - A. The Provider Relations Representative will be responsible for returning provider calls and emails within one (1) Business Day;
  - B. The Provider Relations Representative will be responsible for relaying pertinent information affecting REM Participants from providers to the appropriate case managers, and vice versa;.
  - C. All calls must be documented in LTSS;
  - D. The Contractor will submit a Monthly Provider Relations Activity Report for the Department summarizing the nature and volume of their contacts, actions taken, and how the issue was resolved; and
  - E. Additional staff may be required for this position, depending on call volume;
- 3.6.4. Maintain an office in Maryland with a daily business schedule of 8 AM to 5 PM, except for weekends and State holidays. For a holiday schedule, refer to the State Holiday schedule located at: <http://www.dbm.maryland.gov/employees/Pages/StateHolidays2018.aspx>;
- 3.6.5. Establish and maintain a toll-free phone number with a functioning voice mail system. A representative of the Contractor shall be available between the hours of 8 AM to 5 PM, Monday through Friday, excluding State holidays;
- 3.6.6. Return all routine, non-emergency calls within one (1) Business Day from the time the message was recorded;

- 3.6.7. Accommodate reasonable date, time, and location preferences and requests for accessible communication for the REM Participants served under this Contract. Similar accommodations should be made for others involved including family members, legal guardians, legal representatives, and other individuals as identified by the REM Participant or the REM Participant's representative. This may include evenings, holidays, and weekends;
- 3.6.8. Establish and maintain a clear, secure and accessible communication path for REM Participants, Providers and the Case Management staff to answer questions, resolve problems, and provide information;
- 3.6.9. Operate, a secure fax machine twenty-four (24) hours each day;
- 3.6.10. Provide access to computers with an internet connection and email addresses for all REM Case Management staff;
- 3.6.11. Provide a TTY number;
- 3.6.12. Provide a toll-free phone number and extension for each REM case manager;
- 3.6.13. Have the ability to serve approximately 4,000 – 5,500 REM Participants at any time. There is no minimum case assignment guaranteed to the Contractor on a monthly or aggregate basis;
- 3.6.14. Have the ability to provide REM Case Management services throughout the entire State;
- 3.6.15. Maintain a Case Management training manual within thirty (30) days of award of the Contract. The training manual should include Program fact sheets, person-centered Case Management tools and training materials, program policies and procedures, template letters and forms;
- 3.6.16. Develop and provide REM Case Management staff with ongoing guidance and training on procedures and policies necessary to fulfill the Contract requirements, as well as providing updates on all policy, procedure, and REM Program changes. Trainings should be completed on the following topics, at a minimum, prior to a case manager rendering Case Management services to a REM Participant:
  - A. Crisis intervention;
  - B. HIPAA;
  - C. Identifying and Reporting abuse/neglect/exploitation;
  - D. Person-centered planning principles, philosophy, and tools;
  - E. Medicaid, MCOs and waivers;
  - F. Medicaid Program policies and procedures, including Reportable Events and the web-based LTSS; and
  - G. Other trainings, as recommended by the Department;
- 3.6.17. Participate in Department-sponsored Contractor meetings and trainings, as directed. Meetings will begin on a weekly basis and adjust in frequency commensurate with the Contractor's performance. Training shall be conducted as necessary when programmatic changes and updates to LTSS occur;

- 3.6.18. Develop an assessment tool within thirty (30) days of Contract Commencement to utilize for Transitioning Youths, to evaluate the readiness of participants turning twenty-one (21) years old for the transition of care and services to adult providers and adult models of care;
- 3.6.19. Provide a monthly Report totaling the number of REM Participants by case manager and Case Management Supervisor, using the REM Case Management Agency report;
- 3.6.20. Ensure compliance with the Health Information Portability and Accessibility Act (HIPAA) by limiting access to REM Participants' PHI/PII and healthcare information to the area of the office with a functional need for the information.
  - A. Take measures to prudently safeguard and protect the unauthorized disclosure of the REM Participant's information in the Contractor's possession; and
  - B. Maintain confidentiality of all REM Participants' records and transactions in accordance with Federal and State laws and regulations;
- 3.6.21. Maintain adequate records that fully describe the nature and extent of all services provided to REM Participants, including but not limited to Case Management reports, activity records, and medical records for a minimum of six (6) years;
- 3.6.22. Ensure records are available for immediate review by State and Federal auditors;
- 3.6.23. Cooperate with Federal and State inspections, reviews, audits, and Appeal hearings;
- 3.6.24. Provide certified copies of medical records and originals of business records upon request to the Department and/or its designee, the Medicaid Fraud Control Unit, any other authorized State, or Federal agency, as otherwise required by State and Federal law or regulation, and/or pursuant to subpoena or court order;
- 3.6.25. Ensure all case managers are able to have face-to-face consultations with their assigned REM Participants within twenty-four (24) hours' notice, if required;
- 3.6.26. Produce all reports in the format approved by the Department;
- 3.6.27. Produce all letters in the format approved by the Department, including the information required to be in compliance with Section 1557 of the Affordable Care Act;
- 3.6.28. Submit all referrals for potential REM Participants through the LTSS;
- 3.6.29. Notify Providers in writing about inappropriate utilization of services using formats approved by the Department;
- 3.6.30. Develop, reproduce, and supply sufficient Department-approved agency outreach brochures for applicants and REM Participants;
- 3.6.31. Complete all required documentation in LTSS including, but not limited to:
  - A. All contacts with REM Participants or Providers with the date, type of contact, length of time of the activity, summary of the contact or meeting, and the contact outcome;
  - B. Assessment Reports and Case Management Plans as required;
  - C. PDN Assessment as required;
  - D. Reportable Events; and
  - E. Current addresses, phone numbers, email addresses, and other information for REM Participants and their representatives;

- 3.6.32. Maintain a current staff directory by adding new staff and deleting former staff within five (5) Business Days in LTSS, as well as notifying the REM Unit of the staffing changes by email; and
- 3.6.33. The Provider will check the Federal List of Excluded Individuals/Entities on the Health and Human Services (HHS) Office of Inspector General (OIG) website prior to hiring or contracting with individuals or entities and periodically check the OIG website to determine the participation/exclusion status of current employees and contractors.

### **3.7 REPORTABLE EVENTS**

The Contractor agrees to:

- 3.7.1. Implement the Department's approved procedure for reporting critical incidents, complaints, service interruption, and grievances;
- 3.7.2. Track and monitor Reportable Events using the LTSS or other procedure(s) approved by the Department;
- 3.7.3. Report to the Department within twenty-four (24) hours any complaints or incidents to include Reports on any interruption of services to a REM Participant due to refusal of services, access to a Provider, lack of required documentation, or any other reason per the Department's policy;
- 3.7.4. Maintain a log identifying complaints of REM-Eligible Participants and REM Participants;
- 3.7.5. Develop corrective action plans that resolve complaints described in Reportable Events and provide plans to the Department within required time frames, when requested, or as necessary;
- 3.7.6. Implement corrective action plans within five (5) Business Days of the Report when necessary and record actions in LTSS; and
- 3.7.7. Report all suspected abuse, neglect, and exploitation immediately upon knowledge to Child Protective Services at (410)767-7112 or Adult Protective Services at 1(800)917-7383.

### **3.8 QUALITY IMPROVEMENT AND PERFORMANCE MEASURES**

The Contractor agrees to:

- 3.8.1. Develop standard operating procedures for the review and approval of all Case Management Assessment Reports, Case Management Plans and pertinent supporting documentation (i.e. contact records, level of care designations, Reportable Events, etc.,) under the direction of a Quality Improvement Manager;

- 3.8.2. Utilize LTSS or other procedure(s) approved by the Department to submit, track, and monitor Reportable Events;
- 3.8.3. Train Case Management Supervisors to conduct reviews and issue approvals for Assessment Reports and Case Management Plans. The Case Management Supervisors must review each Reportable Event and REM Participant's level of care change to ensure accurate and timely completion;
- 3.8.4. Perform monthly internal audits of each case manager's adherence to contracted Case Management Reporting Requirements (Attachment D) to include, at a minimum, timely completion of required tasks.
  - A. Report to the Department the quantitative results of its monthly internal audits summarizing whether case managers failed to complete contact and Reporting requirements, using the REM Unmet Minimum Contact & Reporting Requirements report in LTSS; and
  - B. Plan and conduct at least two (2) formal training sessions for case managers per Contract year on areas of weakness as identified in the reviews and audits of Case Management performance;
- 3.8.5. Adhere to national clinical practice guidelines and nationally recognized Case Management standards.
  - A. The Contractor will analyze all Department reports, cost data reports, REM Participant Assessment Reports, and Case Management Plans in order to identify trends and barriers to the REM Participant's access to care.
    - i. The Department will provide an annual update to the REM Participant Care Measures;
    - ii. The Department will evaluate the outcomes of Case Management and the Contractor's service delivery using the REM Participant Care Measures, which include:
      - a. Child immunizations;
      - b. Adolescent immunizations;
      - c. Lead screenings for children;
      - d. Adult access to preventative care;
      - e. Flu immunizations;
      - f. Well child visits for children ages 0-15 months;
      - g. Well child visits for children ages 3-6 years;
      - h. Annual dental visits; and
      - i. Adolescent well care visits;
    - iii. Case managers must monitor that REM Participants receive all preventive health services as appropriate to their ages and health needs including, but not limited to:
      - a. Services indicated on the Maryland Healthy Kids Preventative Health Schedule;
      - b. REM Participant use of emergency department or urgent care services;
      - c. REM Participant hospital readmissions within thirty (30) days; and



- d. Coordination of services for Transitioning Youth, including a review of the needs of REM Participants who are turning twenty-one (21) years old; and
- B. As a result, the Contractor will develop and submit to the Department for approval one (1) focused Quality Improvement Initiative per Contract year;
- 3.8.6. Conduct one-on-one training and/or coordinate case review sessions for selected REM Participant cases that pose significant challenges to case managers on an as needed basis. Participate in Department-sponsored Case Management trainings and continuing education seminars;
- 3.8.7. Investigate and report quality of care incidents to the Department, using guidance included in Attachment E;
- 3.8.8. Submit a monthly complaint log to the Department in the required format, by the 15th of the following month;
- 3.8.9. Submit a monthly Reportable Events report to the Department in the required format, by the 15th of the following month;
- 3.8.10. Review and amend the Quality Improvement Plan annually to evaluate effectiveness in meeting the participant's outcomes. Participate in the development, implementation, data collection, and evaluation of annual quality improvement initiative, quality outcome studies, special quality improvement reviews, REM participant satisfaction studies, and any other quality improvement initiatives as required by the Department;
- 3.8.11. Submit to the Department annually by March 1, the Contractor's written Quality Improvement Plan for the next Contract year. The Department must approve the plan prior to implementation. Quality Improvement Plan Requirements are outlined in Attachment E;
- 3.8.12. Ensure compliance with all statutes, regulations, policy and procedures, codes, ordinances, licensure or certification requirements that pertain to the REM Program;
- 3.8.13. Review REM Participant specific cost data at a minimum of once every three months.
  - A. Educate REM Participants and their parent or legal guardian about proper service utilization, as needed; and
  - B. Coordinate services for REM Participants to decrease at a minimum, duplicative diagnostic testing, repetitive hospital admissions, emergency room visits, unnecessary medical equipment and supplies, and urgent care visits;
- 3.8.14. Review the REM Provider Relations Representative Activity Report at the Contractor's monthly Quality Improvement (QI) meetings to identify any trends or global obstacles to care. Discuss and develop strategies to remove the obstacles to quality care and improve REM Participant outcomes; and
- 3.8.15. Complete all Quality Improvement reports (Attachment E) in the format approved by the Department.

### **3.9 CONTRACTOR EVALUATION**

3.9.1. The Department shall conduct Contract compliance reviews assessing the Contractor's performance, including but not limited to the assignment of the appropriate level of care, adherence to the minimum contact requirements, and to ensure that Case Management is appropriate to the REM Participant's needs and results in good outcomes. If the Department determines that the Contractor, any agent or employee of the Contractor, or any person with an ownership interest in the Contractor or related party of the Contractor has failed to comply with all Contract requirements, the Department may initiate one or more actions against the Contractor, including but not limited to: corrective action plans, monetary penalties, or termination of the contractual relationship.

### **3.10 CONFLICT FREE CASE MANAGEMENT**

The Contractor agrees to:

- 3.10.1. Disclose any real or perceived conflict of interest, meaning any real or perceived incompatibility between any agency or agency employee's private interests and duties of the solicitation;
- 3.10.2. Refuse gifts or incentives of any kind from another Provider including incentives for over or under utilization of services;
- 3.10.3. Report any knowledge of behavior that would violate conflict free Case Management or that would interfere with the right of a REM Participant to have free choice of Provider; and
- 3.10.4. Place no restriction on an applicant or REM Participant's right to select Providers of their choice.

### **3.11 INFORMATION TECHNOLOGY**

The Contractor agrees to:

- 3.11.1. Use computer hardware and software compatible with hardware and software used and designated by the Department (including, but not limited to, internet access for case managers);
- 3.11.2. Manage all Case Management records electronically through LTSS, with the capability of incorporating scanned documents and information into the record;
- 3.11.3. Have the capability of electronically transmitting in a HIPAA-compliant format any forms, records, data, or reports to the Department through LTSS or in other formats as requested by the Department;
- 3.11.4. Utilize LTSS to document all required activities;

- 3.11.5. Utilize an email system that allows encrypted emails to be securely sent and received;
- 3.11.6. Implement prudent information system operational procedures including, but not limited to, current virus protection, daily data back-up, off-site storage of backup, and data recovery procedures;
- 3.11.7. Develop and implement an effective disaster recovery plan for restoring software, master files and hardware if management information systems are disabled, with the plan including the timeframe to restore all function; and
- 3.11.8. Update all computer resources promptly to maintain compatibility with the Department.

## **3.12 SECURITY REQUIREMENTS**

The Contractor agrees to:

### **3.12.1. Employee Identification.**

- A. Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badge at all times while on State premises. Upon request of authorized State personnel, each such employee or agent shall provide additional photo identification.
- B. At all times at any facility, the Contractor's personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge in a visible location at all times.

### **3.12.2. Criminal Background Check.**

- A. The Contractor shall obtain from all Contractor and subcontractor personnel assigned to work on the Contract a signed statement permitting a criminal background check. The Contractor shall secure at its own expense a Criminal Justice Information System background check and provide the Contract Monitor with completed checks on the above-listed personnel assigned to work under the Contract prior to assignment. At a minimum, these background checks must include all convictions and probation before judgment (PBJ) dispositions. The Contractor may not assign an individual whose background check reflects any criminal activity to work under this Contract unless prior written approval is obtained from the Contract Monitor.

## **3.13 INFORMATION SECURITY**

To ensure appropriate data protection safeguards are in place, the Contractor and any relevant subcontractor(s) shall at a minimum implement and maintain the following information technology controls at all times throughout the life of the Contract.

The Contractor and any relevant subcontractor(s) may augment this list with additional information technology controls.

- 3.13.1. Establish separate production, test, and training environments for systems supporting the services provided under this Contract and ensure that production data is not replicated in the test and/or training environment unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements.
- 3.13.2. Apply hardware and software hardening procedures as recommended by the manufacturer to reduce the Contractor/subcontractor's systems' surface of vulnerability. The purpose of system hardening procedures is to eliminate as many security risks as possible. These procedures may include but are not limited to removing unnecessary software, disabling or removing unnecessary services, removing unnecessary usernames or logins, and deactivating unneeded features in the Contractor/subcontractor's system configuration files.
- 3.13.3. Establish policies and procedures to implement and maintain mechanisms for regular internal vulnerability testing of operating system, application, and network devices supporting the services provided under this Contract. Such testing is intended to identify outdated software versions; missing software patches; and device or software misconfigurations; and validate compliance with or deviations from the Contractor's and/or subcontractor's security policy. The Contractor and any relevant subcontractor(s) shall evaluate all identified vulnerabilities for potential adverse effect on the system's security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Contract.
- 3.13.4. Where website hosting or Internet access is the service provided or part of the service provided, the Contractor and any relevant subcontractor(s) shall conduct regular external vulnerability testing. External vulnerability testing is an assessment designed to examine the Contractor's and subcontractor's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. The Contractor and any relevant subcontractor(s) shall evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the system's security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Contract.
- 3.13.5. Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this Contract, automatically updated, and configured to actively scan and detect threats to the system for remediation.

- 3.13.6. Follow and comply with current DoIT security policies per the State of Maryland Department of Information Security Policy which can be found at:  
<https://doit.maryland.gov/Documents/Maryland%20IT%20Security%20Manual%20v1.2.pdf>.
- 3.13.7. Follow and comply with current Minimum Acceptable Risk Standards for Exchanges (MARS-E 2.0) which can be found at:  
<https://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/Downloads/3-MARS-E-v2-0-Catalog-of-Security-and-Privacy-Controls-11102015.pdf>.
- 3.13.8. Enforce strong user authentication and password control measures over the Contractor/subcontractor's systems supporting the services provided under this Contract to minimize the opportunity for unauthorized system access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current policy, including specific requirements for password length, complexity, history, and account lockout.
- 3.13.9. Enable appropriate logging parameters on systems supporting services provided under this Contract to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers as well as information security standards.
- 3.13.10. Ensure State data under this service is not processed, transferred, or stored outside of the United States.
- 3.13.11. Ensure that State data is not comingled with the Contractor's and subcontractor's other clients' data through the proper application of data compartmentalization security measures. This includes, but is not limited to, classifying data elements and controlling access to those elements based on the classification and the user's access or security level.
- 3.13.12. Apply data encryption to protect State data, especially Sensitive Data, from improper disclosure or alteration. Data encryption should be applied to State data in transit over networks and, where possible, State data at rest within the system, as well as to State data when archived for backup purposes. Encryption algorithms which are utilized for this purpose must comply with current Federal Information Processing Standards (FIPS), "Security Requirements for Cryptographic Modules", FIPS PUB 140-2: <http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>.
- 3.13.13. Ensure email communications are encrypted through the use of a secure encryption service or portal.
- 3.13.14. Retain the aforementioned logs for the life of the Contract and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and perform remediation, if required. The Department shall have the right to inspect these policies and procedures and the Contractor or subcontractor's performance to confirm the effectiveness of these measures for the services being provided under this Contract.
- 3.13.15. Ensure system and network environments are separated by properly configured and updated firewalls to preserve the protection and isolation of Sensitive Data from

unauthorized access as well as the separation of production and non-production environments.

- 3.13.16. Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems supporting the services being provided under the Contract from unsolicited and unauthenticated network traffic.
- 3.13.17. Review at regular intervals the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
- 3.13.18. Ensure that the Contractor's and any subcontractor's personnel shall not connect any of their own equipment to a State LAN/WAN without prior written approval by the State. The Contractor/subcontractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor/subcontractor-owned equipment to a State LAN/WAN.

### **3.14 CONTINGENCY/DISASTER RECOVERY PLANS**

The Contractor agrees to:

- 3.14.1. Have robust contingency and disaster recovery plans in place to ensure that the services provided under this Contract will be maintained in the event of disruption to the Contractor/subcontractor's operations (including, but not limited to, disruption to information technology systems), however caused.
  - A. The contingency and disaster recovery plans must be designed to ensure that services under this Contract are restored after a disruption within twenty-four (24) hours in order to avoid any data loss, due to the unavailability of services.
- 3.14.2. Test the contingency/disaster recovery plan at least twice annually, at a prescheduled time with the Department, to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the State to ensure limited system downtime when testing is conducted. At least one annual test shall include backup media restoration and failover/fallback operations.
  - A. Such contingency and disaster recovery plans shall be available for the Department to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the Contract.

### **3.15 INCIDENT RESPONSE REQUIREMENT**

The Contractor agrees to:

- 3.15.1. Notify the Contract Monitor when any Contractor and/or subcontractor system that may access, process, or store State data or work product is subject to unintended access or attack. Unintended access or attack includes compromise by computer malware, malicious search engine, credential compromise or access by an individual or automated program due to a failure to secure a system or adhere to established security procedures;
- 3.15.2. Notify the Contract Monitor within two (2) Business Days of the discovery of the unintended access or attack by providing notice via written or electronic correspondence to the Contract Monitor;
- 3.15.3. Notify the Contract Monitor within two (2) Business Days if there is a threat to the Contractor's and/or subcontractor's systems as it pertains to the use, disclosure, and security of the Department's Sensitive Data;
- 3.15.4. Provide written notice to the Contract Monitor within two (2) Business Days after the Contractor's discovery of such use or disclosure and, thereafter, all information the State requests concerning such unauthorized use or disclosure;
- 3.15.5. Report to the Contract Monitor within two (2) Business Days any improper or non-authorized use or disclosure of Sensitive Data. The Contractor shall provide such other information, including a written Report, as reasonably requested by the State. The Contractor's Report shall identify:
  - A. The nature of the unauthorized use or disclosure;
  - B. The Sensitive Data used or disclosed;
  - C. Who made the unauthorized use or received the unauthorized disclosure;
  - D. What the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
  - E. What corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure; and
- 3.15.6. Comply with all applicable laws that require the notification of individuals in the event of unauthorized release of PII or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law, the Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and indemnify, hold harmless, and defend the State and its officials and employees from and against any claims, damages, or other harm related to such security obligation breach or other event requiring the notification.

### **3.16 PROBLEM ESCALATION PROCEDURE**

Nothing in this section shall be construed to limit any rights of the Contract Monitor or the State which may be allowed by the solicitation or applicable law.

- 3.16.1. The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will

address problem situations as they occur during the performance of the solicitation, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.

- 3.16.2. The Contractor shall provide contact information to the Contract Monitor, as well as to other State personnel as directed should the Contract Monitor not be available.
- 3.16.3. The Contractor must provide the PEP no later than ten (10) Business Days after Contract Commencement. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:
  - A. The process for establishing the existence of a problem;
  - B. Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
  - C. For each individual listed in the Contractor's PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the PEP;
  - D. Expedited escalation procedures and any circumstances that would trigger expediting them;
  - E. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
  - F. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays, etc.) and on an emergency basis; and
  - G. A process for updating and notifying the Contract Monitor of any changes to the PEP.

### **3.7 CONTRACT AFFIDAVIT**

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as **Attachment P** of this solicitation. This Affidavit must be provided within five (5) Business Days of notification of recommended award. For purposes of completing Section "B" of this Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside of the State of Maryland is considered a "foreign" business.

### **3.8 LIVING WAGE AFFIDAVIT**



3.8.1. See Attachment Q for Living Wage Affidavit of Agreement for Service Contract. This Affidavit must be signed and provided within five (5) Business Days of notification of recommended award.

A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.

B. The Living Wage Law does not apply to:

- (1) A Contractor who:
    - (a) Has a State contract for services valued at less than \$100,000, or
    - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
  - (2) A subcontractor who:
    - (a) Performs work on a State contract for services valued at less than \$100,000,
    - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
    - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B (3) or C below.
  - (3) Service contracts for the following:
    - (a) Services with a Public Service Company;
    - (b) Services with a nonprofit organization;
    - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
    - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.
- E. Each Contractor/subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan

area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

- G. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml> and clicking on Living Wage for State Service Contracts.

### **3.9 HIPAA – BUSINESS ASSOCIATE AGREEMENT**

Based on the determination by the Department that the functions to be performed in accordance with this solicitation constitute Business Associate functions as defined in HIPAA, the Offeror shall execute a Business Associate Agreement as required by HIPAA regulations at 45 C.F.R. §164.501 and set forth in Attachment R. This Agreement must be provided within five (5) business days of notification of proposed Contract award; however, to expedite processing, it is suggested that this document be completed and submitted with the bid. Should the Business Associate Agreement not be submitted upon expiration of the five (5) day period as required by this solicitation, the Contract Monitor, upon review of the Office of the Attorney General and approval of the Secretary, may withdraw the recommendation for award and make the award to the next qualified Offeror.

## **4.0 CONTRACTOR TERMINATION AND TRANSITION PLAN**

A transition period is estimated to begin on December 15, 2019; seventy-five (75) days prior to Contract Commencement. During the transition, the Contractor shall work cooperatively with the Department to ensure an efficient and timely commencement of Contract responsibilities.

The transition phase is the time leading up to the point when the Contractor will be expected to actually deliver Case Management services to REM Participants on behalf of the Department. It is expected that this phase will last approximately two and a half (2.5) months, to begin on December 15, 2019. During this transition phase, there will be no payment made to the Contractor. Payments will begin when REM Case Management service delivery under this Contract begins in March 1, 2020.

### **4.1 CONTRACT COMMENCEMENT TRANSITION REQUIREMENTS**

During this phase, the Contractor agrees to:

- 4.1.1. Complete its Case Management staffing development and participant transition plans;
- 4.1.2. Develop and distribute education materials to eligible REM Participants and Providers;
- 4.1.3. Establish its REM participant and Provider call-in numbers;
- 4.1.4. Establish connectivity with the Department for file exchange using a secure web portal;
- 4.1.5. Obtain a Maryland Medicaid provider number through the Department's electronic Provider Revalidation and Enrollment Portal (ePREP);
- 4.1.6. Gain access to LTSS;
- 4.1.7. Complete LTSS training as directed by the Department; and
- 4.1.8. Enroll as an EDI submitter to be able to submit claims in the HIPAA compliant 837P and 5010 formats.

### **4.2 CONTRACT TRANSITION PLAN AND SCHEDULE OF ACTIVITIES**

- 4.2.1. Within ten (10) Business Days of the award of this Contract, the Contractor shall submit to the Department a Transition Plan and Schedule of Activities to facilitate the commencement of responsibilities, information, computer databases, software and documentation, materials, etc. The Department must approve the Transition Plan before it can be implemented. The Transition Plan shall include, at a minimum:
  - A. The Contractor's proposed approach to the transition;
  - B. The Contractor's tasks, subtasks, and schedule for all transition activities; and

- C. An updated organizational chart and list of the Contractor's staff (titles, phone, fax, email) responsible for transition activities;
- 4.2.2. Within ten (10) Business Days of Contract Commencement, provide the Department with a Problem Escalation Procedure (PEP) for review and approval;
- 4.2.3. Within fifteen (15) Business Days of the award of the Contract, provide a Work Plan for Departmental approval;
- 4.2.4. Within thirty (30) Calendar Days of the award of the Contract, provide a training manual for Departmental approval, that will be used to train Case Management staff;
- 4.2.5. Develop an assessment tool within thirty (30) Calendar Days of Contract Commencement to utilize for evaluating the readiness of transitioning youths;
- 4.2.6. The Contractor shall work closely and cooperatively with the Department to acquire appropriate software, hardware, records, equipment, and other requirements deemed necessary by the Department; and
- 4.2.7. If the Department determines the Contractor is ready to commence work prior to the end of the transition period, the Department may give the Contractor approval to begin performing the duties and tasks outlined in the Scope of Work.

### **4.3 CONTRACT CONCLUSION TRANSITION REQUIREMENTS**

- 4.3.1. In the event that a new contractor is selected, the Contractor shall work cooperatively with the Department and the successor contractor at the end of this Contract to ensure an efficient and timely transition of Contract responsibilities with minimal disruption of services. The Department must approve the Exit Transition Plan before it can be implemented.
  - A. The Department and the successor contractor will define all data files related to the Contract for transfer during this transition period and deadlines for submission. The Department will have the final authority for determining the information required;
  - B. The Contractor shall work closely and cooperatively with the Department and the successor contractor to transfer appropriate software, records, and other items deemed necessary by the Department, and to ensure uninterrupted services to providers and the Department during the transition period. This includes concluding all unresolved audits initiated prior to the conclusion of the Contract, attending any hearings resulting from the Contractor's assessments during the course of the Contract, and defending the State's position at hearings pending final payment; and
  - C. At its sole discretion, the Department may elect to hold the final Contract payment until all elements of the Exit Transition Plan are completed to the Department's satisfaction.
- 4.3.2. Prepare and submit an Exit Transition Plan and Schedule of Activities to facilitate the transfer of responsibilities, information, software and documentation, materials, etc., to a successor contractor and/or the Department. The Exit Transition Plan shall be submitted

by the Contractor within thirty (30) days of the date of notification of Contract termination by the Department. The Exit Transition Plan shall ensure the continuity of services for all REM Participants at the end of the term of the Contract and shall include, at a minimum:

- A. Proposed approach to transition operations to another vendor;
- B. Identification and release of State-owned documents;
- C. Timely turnover of all records and other necessary data to another review entity or appropriate custodian;
- D. Electronic records or files to be turned over to another entity, in an acceptable format to the Department (the cost of converting to the appropriate format will be the responsibility of the Contractor);
- E. Designation of a knowledgeable person who will be available daily to assist the Department during the transition process and for one month following the transition date;
- F. Proposed timeline for the transfer process;
- G. Written notice, to be approved by the Department in advance, to be sent to REM Participants and their representatives no less than sixty (60) days prior to termination;
- H. A plan for ensuring adequate staffing during the transition;
- I. A creation of a plan to ensure the timeliness of data entry into LTSS; and
- J. Commit in writing to be available beyond the termination of the Contract for the accountability of any services performed as part of the Contract including, but not limited to, providing any requested documents and witnesses for all Appeals.

## **5.0 REQUIRED DOCUMENTATION**

The Contractor shall submit to the Department:

### **5.1 WORK PLAN**

The final Work Plan must be submitted fifteen (15) Business Days after the Contract is awarded. The final Work Plan shall cover all of the following elements included in the Proposal.

- 5.1.1. The Contractor should include an outline of the overall project management plan, including methods and timelines for meeting requirements for staffing, training, technology, and securing agency worksites and should describe how they propose to assist the Department in the smooth transition of REM Participants from their present case manager under the existing contract to new case managers.
- 5.1.2. The Contractor must create and submit a Staffing Plan that ensures coverage of all of the requirements listed in this Contract.

- 5.1.3. The Contractor must create a plan to ensure the timeliness of data entry into the LTSS.
- 5.1.4. The Contractor must state how they intend to provide Case Management services for the entire State under the Contract, and include documentation of its ability to serve all geographic areas.
- 5.1.5. The Contractor must state their plan to complete reassessments on all REM Participants transferred to the Offeror at the beginning of the Contract period.

## **5.2 LTSS REPORTS AND DEADLINES**

The Contractor shall provide the following reports to the Department for the duration of the Contract:

- 5.2.1. Reports from the Department to Contractor include:
  - A. Quarterly REM Participant-specific paid claims data; and
  - B. Current levels of care for REM Participants (for reassessments at the beginning of the Contract period only);
- 5.2.2. Monthly reports from Contractor to the Department are due by the fifteenth (15<sup>th</sup>) of the following month and include:
  - A. REM Case Management Agency report listing each Case Management Supervisor and the case managers assigned to the supervisor, including a summary of the total number of case managers, the total number of REM Participants assigned, and the total number of each level of care assigned to each supervisor and case manager;
  - B. REM Unmet Minimum Contact and Reporting Requirements Report identifying the REM Participants with unmet contact or reporting requirements according to Attachment D, and the associated findings and actions provided by the Contractor;
  - C. Complaint log in the format approved by the Department;
  - D. Reportable Event report in the format approved by the Department;
  - E. REM Provider Relations Representative Activity Report (Attachment K);
  - F. Unable-to-Locate report in the format approved by the Department;
  - G. Transitioning Youth report identifying the REM Participants that are transitioning from the REM Program, or turning twenty (20) years old in the next twelve (12) months; and
  - H. Quantitative results of the Contractor's monthly internal audit on each case manager's adherence to the minimum contact and reporting requirements outlined in Attachment D;
- 5.2.3. On-going reports and ad-hoc reports, which include, but are not limited to:
  - A. Completed Private Duty Nursing Assessment Form (Attachment L) for:
    - i. New private duty nursing, shift home health aide services, and certified nursing assistant service requests for REM Participants; and

- ii. Every twelve (12) months for each REM Participant who receives ongoing private duty nursing, shift home health aide or certified nursing assistant services; or
  - iii. Every six (6) months for each REM Participant with Medicare who receives ongoing private duty nursing, shift home health aide services, or certified nursing assistant services; and
  - iv. If the REM Participant is receiving private duty nursing, shift home health aide services, or certified nursing assistant services and becomes eligible for Medicare;
- B. Assessment Reports and Case Management Plans for selected REM Participants, upon request of the Department;
- C. Reportable Events must be submitted to the Department, as soon as the Contractor becomes aware of any occurrence, issue, adverse action, or adverse event relating to a REM Participant;
- D. Contractor notifications to the Department for patterns of overutilization and underutilization for REM Participants inconsistent with the needs of the REM Participant's medical condition, as determined during the reviews of quarterly paid claims reports;
- E. Corrective action plans, as required by the Department, in response to on-site Case Management record reviews or other problematic issues that may arise during this Contract;
- F. A bi-annual Ventilator Dependent Report due March 15th and September 15th of each year; and
- G. An annual written report on the Quality Improvement Initiative designed to target the identified trends and barriers to meet REM Participant's access to care.

### **5.3 ADMINISTRATION, RECORD KEEPING, MANAGEMENT, AND STAFFING**

The Contractor agrees to:

- 5.3.1. Provide Case Management staff with ongoing guidance and training related to Medicaid policies and procedures and in areas reflecting Program and population changes;
- 5.3.2. Provide all training materials to the Department, in the format requested by the Department for review prior to use with Case Management staff;
- 5.3.3. Adhere to the Department's on-boarding and off-boarding procedures and requirements;
- 5.3.4. Establish and maintain a toll-free phone number, and ensure that a representative of the Contractor is available between the hours of 8 a.m. to 5 p.m. Monday through Friday, excluding State of Maryland holidays;
- 5.3.5. Return all routine, non-emergency calls within one (1) Business Day from the time the message is recorded;
- 5.3.6. Accommodate reasonable date, time, and location preferences for the REM Participants and REM-Eligible Participants served under this Contract and requests for accessible

- communications. Similar accommodations should be made for others involved including family members, friends, guardians, legal representatives, and others as identified by the participant. This may include evening, holiday, or weekend hours;
- 5.3.7. Establish and maintain a clear and accessible HIPAA-compliant communication path for REM Participants, Providers, Local Health Departments, the Department and Department contractors to answer questions, resolve problems, and/or provide information;
  - 5.3.8. Operate a secure fax machine twenty-four (24) hours each day;
  - 5.3.9. Provide access to computers with an internet connection and email addresses for all Case Management staff;
  - 5.3.10. Attend scheduled meetings and/or trainings required by the Department and ensure that the appropriate Contractor staff attend each meeting;
    - A. Training is typically less than one training session per month but may increase in frequency when programmatic changes and updates to LTSS occurs;
  - 5.3.11. Complete all required documentation in LTSS, or other format as requested by the Department, including but not limited to:
    - A. Log all Case Management activities;
    - B. Document all contacts with REM-Eligible Participants and REM Participants with the date, type of contact, length of time, substance of meeting, contact outcome, and a clear narration;
    - C. Complete monthly REM Participant contact requirements (Attachment D);
    - D. Maintain current addresses, phone numbers, and other contact information for REM-Eligible Participants, REM Participants, and their representatives; and
    - E. Maintain current staff directories by adding new staff and deleting former staff within five (5) Business Days;
  - 5.3.12. Establish and maintain individual REM Participant files in a locked location and in accordance with COMAR requirements;
  - 5.3.13. Ensure case files are available for immediate review by State or Federal Auditors;
  - 5.3.14. Retain copies of Contract files for six (6) years from Contract ending date;
  - 5.3.15. Cooperate with Federal and State inspections, reviews, audits, and Appeal hearings; and
  - 5.3.16. Develop, reproduce, and supply sufficient Department-approved agency outreach brochures for REM-Eligible Participants and REM Participants.

## **6.0 BILLING**

### **6.1 REM CASE MANAGEMENT RATES**

- 6.1.1. Case Management services are reimbursed according to the fee schedule found in COMAR 10.09.69. The Case Management rates provided reflect the monthly individual payment to the Contractor for Case Management services associated with REM



Participants in the REM Program. The Department reserves the right to amend the rates through COMAR during the course of this Contract; and

- 6.1.2. “Initial” is defined as a REM Participant’s first month of enrollment in the REM Program or the month of their re-enrollment in the REM Program, after being terminated from Medicaid or REM Case Management services for more than twelve (12) months.

### **CPT Codes and Monthly Case Rates**

<b>Description</b>	<b>CPT Code</b>	<b>Reimbursement Rate</b>
Initial Month including Assessment	G9001	\$412.22
Level of Care 1	G9003	\$304.38
Level of Care 2	G9004	\$181.41
Level of Care 3	G9009	\$95.75

## **6.2 REM CASE MANAGEMENT CLAIM SUBMISSION**

- 6.2.1. The Contractor shall have a process for resolving billing errors;
- 6.2.2. The Contractor shall submit claims in accordance with the following schedule:
- A. The Contractor shall bill the Department no later than twelve (12) months from the date of service. One unit of service is considered one month. The Contractor shall submit a claim after the completion of the service, which at the earliest can be the first day of the following month. The Contractor shall submit claims electronically directly to the Medicaid Management Information System (MMIS-II) and must have the capability to submit claims in the HIPAA-compliant 837P and 5010 formats. The minimum contact and reporting requirements (Attachment D) corresponding with the submitted procedure code must be met for all claims submitted by the Contractor;
  - B. The Department will reimburse the Contractor per REM Participant per month, according to the Case Rate Schedule;
  - C. The Contractor shall obtain a Maryland Medicaid Provider number and maintain an active status in MMIS-II; and
  - D. The Contractor shall meet and maintain the Provider requirements as specified in COMAR 10.09.36;
- 6.2.3. Funds for any Contract resulting from this solicitation are dependent upon appropriations from the Maryland General Assembly; and
- 6.2.4. The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time

frame specified in the Contract or otherwise materially breaches the terms and conditions of the Contract, until such time as the Contractor brings itself into full compliance with the Contract.

### **6.3 MARYLAND MEDICAID CASE MANAGEMENT ADD-ON OPTION**

- 6.3.1. The Department may elect to require the Contractor to provide Case Management services to REM Participants, who are concurrently receiving Case Management, care coordination of community services, or supports planning services through another Medicaid program, including but not limited to, the Community Pathways waiver, the Community Supports waiver, Family Supports waiver, Community First Choice, the Community Options waiver, Increased Community Supports or Community Personal Assistance Services program;
- 6.3.2. This Maryland Medicaid Case Management Add-On Option shall be invoked at the Department's discretion and at an additional monthly rate, not to exceed \$350.00;
- 6.3.3. If executed, the Contractor shall be compensated for providing Case Management services to REM Participants who are also enrollees in the other programs;
- 6.3.4. If executed, reduce supervisory responsibility to less than seven (7) full time (equivalent) case managers to any full time (or equivalent) Case Management Supervisor, with the number of case managers assigned to a particular supervisor adjusted to reflect a part time schedule or responsibilities under multiple Contracts;
- 6.3.5. If the Department executes the Maryland Medicaid Case Management Add-On Option, the Contractor will be responsible for all Case Management services; and
- 6.3.6. Notice to Proceed on this Maryland Medicaid Case Management Add-On Option shall be contingent upon Department approval of the following:
  - A. A project management plan for implementation of the Add-On Option;
  - B. A revised Work Plan;
  - C. A revised training plan for the Contractor's staff; and
  - D. An updated Staffing Plan.

## **7.0 CONTRACTOR SELECTION PROCESS**

### **7.1 CONTRACT DOCUMENTS**

- 7.1.1. The Contract between the Contractor and the Department shall consist of:
  - A. This solicitation;

- B. The Offeror's Proposal, including any subsequent revisions and written responses to Department questions;
- C. The Provider Agreement and Acknowledgement of Provider Agreement and Responsibilities form;
- D. Applicable regulations (COMAR 10.09.69), including payment rates established by regulation; and
- E. Any written guidance issued by the Department.

## **7.2 PRE-SUBMISSION PROCESS**

### **7.2.1. The Pre-Proposal Conference.**

- A. All prospective Offerors are encouraged to attend in order to facilitate better preparation of their Proposals.
- B. The Conference will be summarized. As promptly as is feasible after the Conference, a summary of the Conference and all questions and answers known at that time will be distributed to all prospective Offerors known to have received a copy of this solicitation. This summary, as well as the questions and answers, will also be posted online.
- C. In order to assure adequate seating and other accommodations at the Conference, please email or fax the Pre-Proposal Conference Form (Attachment M) to the attention of the Contract Monitor at least five (5) Business Days prior to the Pre-Proposal Conference date. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the Contract Monitor at least five (5) Business Days prior to the Pre-Proposal Conference date. The Department will make a reasonable effort to provide such special accommodation.

### **7.2.2. Questions and Inquiries.**

- A. Written questions from prospective Offerors will be accepted by the Contract Monitor prior to the Conference. If possible and appropriate, such questions will be answered at the Conference. (No substantive question will be answered prior to the Conference.) Questions to the Contract Monitor shall be submitted via email to the email address indicated on the solicitation. Please identify in the subject line the Solicitation Title. Questions, both oral and written, will also be accepted from prospective Offerors attending the Conference. If possible and appropriate, these questions will be answered at the Conference.
- B. Questions will also be accepted subsequent to the Conference and should be submitted to the Contract Monitor via email in a timely manner prior to the Proposal due date. Questions are requested to be submitted at least five (5) days prior to the Proposal due date. The Contract Monitor, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the

Proposal due date. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors that are known to have received a copy of the solicitation in sufficient time for the answer to be taken into consideration in the Proposal.

#### 7.2.3. Revisions to the Solicitation.

- A. If it becomes necessary to revise this solicitation before the due date for Proposals, the Department shall endeavor to provide addenda to all prospective Offerors that were sent this solicitation or are otherwise known by the Contract Monitor to have obtained this solicitation. In addition, addenda to the solicitation will be posted on the Department's web page. It remains the responsibility of all prospective Offerors to check all applicable websites for any addenda issued prior to the submission of Proposals. Addenda made after the due date for Proposals will be sent only to those Offerors that submitted timely Proposals and that remain under award consideration as of the issuance date of the addenda.
- B. Acknowledgment of the receipt of all addenda to this solicitation issued before the Proposal due date shall be included in the Transmittal Letter accompanying the Offeror's Technical Proposal. Acknowledgement of the receipt of addenda to the solicitation issued after the Proposal due date shall be in the manner specified in the addendum notice. Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum.

#### 7.2.4. Incurred Expenses.

- A. The Department is not responsible for any expenses incurred by the Offeror in preparing and submitting a Proposal in response to this solicitation.

#### 7.2.5. Cancellations.

- A. The Department reserves the right to cancel this solicitation, accept or reject any and all Proposals, in whole or in part, received in response to this solicitation, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State. The State also reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.

#### 7.2.6. Multiple or Alternate Proposals.

- A. Multiple and/or alternate Proposals will not be accepted.

#### 7.2.7. Delivery/Handling of Proposals.

- A. Offerors may either mail or hand-deliver Proposals.
- B. For U.S. Postal Service deliveries, any Proposal that has been received at the appropriate mailroom, or typical place of mail receipt, for the respective procuring unit by the time and date listed in the solicitation will be deemed to be timely. If an Offeror chooses to use the U.S. Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for

which both the date and time of receipt can be verified by the Department. It could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit and an Offeror using first class mail will not be able to prove a timely delivery at the mailroom.

- C. Hand-delivery includes delivery by commercial carrier acting as agent for the Offeror. For any type of direct (non-mail) delivery, an Offeror is advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.
- D. After receipt, a Register of Solicitation Responses will be prepared that identifies each Offeror. The Register of Solicitation Responses will be open to inspection only after the Evaluation Committee makes a determination recommending the award of the Contract.

#### 7.2.8. Proposal Submission Guidelines.

- A. All Proposals in response to this solicitation should be addressed to:

Margaret Berman, Chief  
Division of Children's Services  
201 W. Preston Street, Room 210  
Baltimore, MD 21201

- B. A Proposal submitted by an Offeror must be accompanied by a completed Proposal Affidavit (Attachment O); and
- C. Deadline for receipt of Proposals:
  - i. September 30, 2019 at 2 p.m.; and
  - ii. Incomplete Proposals and Proposals received after the deadline will not be evaluated and will be returned to the submitter.

### **7.3 COMPONENTS OF A COMPLETE PROPOSAL**

7.3.1. Offerors will submit a Technical Proposal. Proposals should be prepared simply and economically and provide a straightforward and concise description of the Offeror's Proposal to meet the requirements of this solicitation. The Department will not, under any circumstance, reimburse or pay for work done to prepare submission of a Proposal.

7.3.2. A complete Proposal packet contains:

- A. Five (5) copies of the Proposal. It is preferred, but not required, that the name, email address, and telephone number of a contact person for the Offeror be included on the outside of the package of the Proposal. The sealed original Volume shall be submitted under one (1) label bearing the:
  - i. Solicitation title;
  - ii. Name and address of the Offeror; and

- iii. Closing date and time for receipt of Proposals.
- B. An electronic version (on Compact Disk/CD, Digital Versatile Disc/DVD, or Universal Serial Bus/USB Flash/Thumb Drive) of the Technical Proposal in Microsoft Word format must be enclosed with the original Technical Proposal submission. The CD/DVD/USB Flash Drive must be labeled on the outside with the solicitation title, name of the Offeror, and volume number. The CD/DVD/USB Flash Drive must be packaged with the original copy of the Technical Proposal. In the event of any discrepancy between the hard copy and electronic versions of an Offeror's Proposal, the State shall determine the controlling version in accordance with the State's interests.
- C. A second electronic version of the Technical Proposal in searchable Adobe.pdf format shall be submitted on CD, DVD, or USB Flash Drive for Public Information Act (PIA) requests. This copy shall be redacted so that confidential and/or proprietary information has been removed.
- D. A complete and signed Acknowledgement of Provider Agreement and Responsibilities form (see below).

## **7.4 THE TECHNICAL PROPOSAL**

- 7.4.1. Offerors will submit a Technical Proposal formatted as described by the Department. Each section of the Technical Proposal shall be separated by a TAB as detailed below.
  - A. Title Page and Table of Contents (Submit under TAB A). The Technical Proposal should begin with a Title Page bearing the name and address of the Offeror and the name of this solicitation. A Table of Contents shall follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.
  - B. Claim of Confidentiality (If applicable, submit under TAB A-1). Any information which is claimed to be confidential is to be noted by reference and included after the Title Page and before the Table of Contents. An explanation for each claim of confidentiality shall be included. The entire Proposal should not be given a blanket confidentiality designation. Any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal.
  - C. Transmittal Letter (Submit under TAB B). A Transmittal Letter shall accompany the Technical Proposal. The purpose of this letter is to transmit the Proposal and acknowledge the receipt of any addenda. The Transmittal Letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this solicitation. The Transmittal Letter should include the following:
    - i. Name and address of the Offeror;
    - ii. Name, title, email address, and telephone number of primary contact for the Offeror;
    - iii. Solicitation Title that the Proposal is in response to;

- iv. Signature, typed name, and title of an individual authorized to commit the Offeror to its Proposal;
  - v. Federal Employer Identification Number (FEIN) of the Offeror, or if a single individual, that individual's Social Security Number (SSN);
  - vi. Acceptance of all State solicitation and Contract terms and conditions; if any exceptions are taken, they are to be noted in the Executive Summary; and
  - vii. Acknowledgement of all addenda to this solicitation.
- D. Beginning with Tab B, all pages of the Technical Proposal shall be consecutively-numbered from beginning (Page 1) to end (Page "x"). The Title Page, Table of Contents, and any Claim of Confidentiality (Tabs A and A-1), should be numbered using small Roman numerals (ex. i, ii, iii, iv, v, etc.).
- E. Executive Summary (Submit under TAB C). The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary." The Summary shall identify the Service Category(ies) for which the Offeror is proposing to provide services (if applicable). In addition, the Summary shall indicate whether the Offeror is the subsidiary of another entity, and if so, whether all information submitted by the Offeror pertains exclusively to the Offeror. If not, the subsidiary Offeror shall include a guarantee of performance from its parent organization as part of its Executive Summary.
- i. The Summary shall also identify any exceptions the Offeror has taken to the requirements of this solicitation, the Contract, or any other attachments. Exceptions to terms and conditions may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.
  - ii. If the Offeror has taken no exceptions to the requirements of this solicitation, the Contract, or any other attachments, the Executive Summary shall so state.
- F. Minimum Qualifications Documentation (If applicable, Submit under TAB D). The Offeror shall submit any documentation of Minimum Qualifications that are required, as set forth in solicitation Section 2, "Minimum Qualifications." (If customer references are required in Section 1, those references shall be submitted under Tab D.)
- G. Highly Desirable Qualifications Documentation (If applicable, Submit under TAB D). The Offeror shall submit documentation of any Highly Desirable Qualifications that may be applicable, as set forth in solicitation Section 2, "Highly Desirable Qualifications." (If customer references are required in Section 1, those references shall be submitted under Tab D.)
- H. Offeror Technical Response to solicitation requirements and Proposed Work Plan (Submit under TAB E).
- i. The Offeror shall address each Scope of Work requirement (solicitation Section 3) in its Technical Proposal and describe how its proposed services, including the services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its

- agreement or disagreement. Any paragraph in the Technical Proposal that responds to a Scope of Work requirement shall include an explanation of how the work will be done. Any exception to a requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible.
- ii. The Offeror shall give a definitive section-by-section description of the proposed plan to meet the requirements of the solicitation (i.e., Work Plan). The Work Plan shall include the specific methodology, techniques, and number of staff, if applicable, to be used by the Offeror in providing the required services as outlined in solicitation Section 3, Scope of Work. The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines. Project deadlines considered contract deliverables must be recognized in the Work Plan.
  - iii. The Offeror shall identify the location(s) from which it proposes to provide the services, including if applicable, any current facilities that it operates and any required construction to satisfy the State's requirements as outlined in this solicitation.
  - iv. The Offeror shall provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the Department's Contract Monitor should problems arise under the Contract and explains how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Final procedures shall be submitted as indicated in solicitation Section 3.
  - v. Non-Compete Clause Prohibition. The Department seeks to maximize the retention of personnel working under this Contract whenever there is a transition of the Contract from one Contractor to another so as to minimize disruption due to a change in Contractor and maximize the maintenance of institutional knowledge accumulated by such personnel. To help achieve this objective of staff retention, each Offeror shall agree that if awarded the Contract, the Offeror's employees and agents filling the positions set forth in the staffing requirements of Section 2 of the solicitation working on the State contract shall be free to work for the Contractor awarded the State Contract notwithstanding any non-compete clauses to which the employee(s) may be subject. The Offeror agrees not to enforce any non-compete restrictions against the State with regard to these employees and agents if a different vendor succeeds it in the performance of the Contract. To evidence compliance with this non-compete clause prohibition, each Offeror must include an affirmative statement in its Technical Proposal that the Offeror, if awarded a Contract, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State contract.



- I. Experience and Qualifications of Proposed Staff (Submit under TAB F). The Offeror shall identify the qualifications and numbers of staff to be utilized under the Contract, and submit a proposed Staffing Plan for review. Specifically, the Offeror shall:
- i. Provide an Organizational Chart outlining personnel and their related duties;
  - ii. Describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan;
  - iii. Include individual resumes for the Key Personnel, including Key Personnel for any proposed subcontractor(s), who are to be assigned to the project if the Offeror is awarded the Contract. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this solicitation. Letters of intended commitment to work on the project, including letters from any proposed subcontractor(s), shall be included in this section;
  - iv. Include job titles and the percentage of time each individual will spend on his/her assigned tasks. Offerors using job titles other than those commonly used by industry standards must provide a crosswalk reference document; and
  - v. Provide documentation demonstrating their competence to provide a sample completed Assessment Report and Case Management Plan, and any additional documents used for each of the following examples of a potential REM Participant:
    - a. A twenty (20) year old male with the diagnosis of Muscular Dystrophy, recently notified by the Social Security Administration that he is transitioning to SSDI benefits in six (6) months. He graduated from high school with a diploma at the age of eighteen (18). He currently resides with his parents. He requires Bi-pap at night.
    - b. A two (2) year old female with the REM qualifying diagnosis of ventilator dependence. There is Department of Social Services involvement due to the extremely young parental age. Mom is only fifteen (15) years old and she is living with her older sister.
    - c. A sixty (60) year old male with the diagnosis of Quadriplegic Cerebral Palsy. He receives Medicare benefits in addition to Medicaid and is also enrolled in a DDA waiver. He receives private duty nursing and requires g-tube feedings. He is dependent for all care and lives with his sister.
- J. Offeror Qualifications and Capabilities (Submit under TAB G). The Offeror shall include information on past experience with similar projects and/or services. The Offeror shall describe how its organization can meet the requirements of this solicitation and shall also include the following information:
- i. The number of years the Offeror has provided a similar service;
  - ii. The number of clients/customers and geographic locations that the Offeror currently serves;
  - iii. The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under this Contract;

- iv. The Offeror's process for resolving billing errors; and
  - v. An organizational chart that identifies the complete structure of the Offeror, including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.
- K. References (Submit under TAB H). At least three (3) references are requested from customers who are capable of documenting the Offeror's ability to provide the services specified in this solicitation. References used to meet any Minimum Qualifications (see solicitation Section 2) may be used to meet this request. References provided under Tab D should not be repeated in Tab H. Instead mention in Tab H that references used to meet Minimum Qualifications were provided in Tab D. Each reference shall be from a client for whom the Offeror has provided services within the past five (5) years and shall include the following information:
- i. Name of client organization;
  - ii. Name, title, telephone number, and email address of point of contact for client organization; and
  - iii. Value, type, duration, and description of services provided.
    - a. The Department reserves the right to request additional references or utilize references not provided by an Offeror.
- A. List of Current or Prior State Contracts (Submit under TAB I). Provide a list of all contracts with any entity of the State of Maryland for which the Offeror is currently performing services or for which services have been completed within the last five (5) years. For each identified contract, the Offeror is to provide:
- a. The State contracting entity;
  - b. A brief description of the services/goods provided;
  - c. The dollar value of the contract;
  - d. The term of the contract;
  - e. The State employee contact person (name, title, telephone number, and email address); and
  - f. Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.
- a. Information obtained regarding the Offeror's level of performance on State contracts will be used by the Contract Monitor to determine the responsibility of the Offeror and considered as part of the experience and past performance evaluation criteria of the solicitation.
- B. Financial Capability (Submit under TAB J). An Offeror must include in its Proposal a commonly-accepted method to prove its fiscal integrity. If available, the Offeror shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independent audit preferred). In addition, the Offeror may supplement its response to this Section by including one or more of the following with its response:

- a. Dun & Bradstreet Rating;
  - b. Standard and Poor's Rating;
  - c. Lines of credit;
  - d. Evidence of a successful financial track record; and/or
  - e. Evidence of adequate working capital.
- C. Certificate of Insurance (Submit under TAB K). The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date.
- D. Subcontractors (Submit under TAB L). The Offeror shall provide a complete list of all subcontractors that will work on the Contract if the Offeror receives an award. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project.
- E. Legal Action Summary (Submit under TAB M). This summary shall include:
- i. A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
  - ii. A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;
  - iii. A description of any judgments against the Offeror within the past five (5) years, including the case name, court case docket number, and what the final ruling or determination was from the court; and
  - iv. In instances where litigation is ongoing and the Offeror has been directed not to disclose information by the court, the name of the judge and location of the court.
  - v. If an Offeror responds to this TAB with a generic statement such as, "See 10K" or "See SEC filing":
    - a. The referenced document must be included in the Technical Proposal;
    - b. The location within the document where the requested information can be found should be specifically noted; and
    - c. The information contained in the indicated section should be responsive to the information requested under this TAB. A generic statement in the document to the effect that there often are what might be called nuisance lawsuits filed against the Offeror will only be sufficient if it is a true statement. (i.e., the Offeror is asserting that in its opinion no lawsuit filed against it is noteworthy.)
- F. Economic Benefit Factors (Submit under TAB N). The Offeror shall submit with its Proposal a narrative describing benefit that will accrue to the Maryland economy as a direct or indirect result of its performance of this contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered. (Submit under TAB H).
- i. As applicable, for the full duration of the Contract, including any renewal period, or until the commitment is satisfied, the Contractor shall provide to the Contract Monitor or other designated agency personnel Reports of the actual attainment of

each benefit listed in response to this section. These benefit attainment Reports shall be provided quarterly, unless elsewhere in these specifications a different Reporting frequency is stated.

- ii. In responding to this section, the following do not generally constitute economic benefits to be derived from this Contract:
    - a. Generic statements that the State will benefit from the Offeror's superior performance under the Contract;
    - b. Descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under this Contract; and
    - c. Tax revenues from Maryland-based employees or locations, other than those that will be performing, or used to perform, work under this Contract.
  - iii. Discussion of Maryland-based employees or locations may be appropriate if the Offeror makes some projection or guarantee of increased or retained presence based upon being awarded this Contract.
  - iv. Examples of economic benefits to be derived from a contract may include any of the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:
    - a. The Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, suppliers and joint venture partners;
    - b. The number and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and aggregate payroll to which the Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels. If no new positions or subcontracts are anticipated as a result of this Contract, so state explicitly;
    - c. Tax revenues to be generated for Maryland and its political subdivisions as a result of the Contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract;
    - d. Subcontract dollars committed to Maryland small businesses and MBEs; and
    - e. Other benefits to the Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus.
- G. Additional Required Technical Submissions (Submit under TAB O). The following documents shall be completed, signed, and included in the Technical Proposal, under TAB O.

- i. Completed Proposal Affidavit; and
- ii. Completed Maryland Living Wage Requirements Affidavit of Agreement.

7.4.2 The following documents are not required to be submitted with the Offeror's Technical Proposal:

- A. Signed Contract (Attachment N);
- B. A completed Contract Affidavit (Attachment P);
- C. A signed Business Associate Agreement (Attachment R);
- D. A signed Maryland Medical Assistance Provider Agreement for REM Case Management Services (Attachment S); and
- E. A signed Living Wage Affidavit (Attachment Q).

## **8.0 EVALUATION CRITERIA**

8.1.1. A committee will conduct the evaluation of Proposals in response to this solicitation. The State prefers an Offeror's response to work requirements in the solicitation that illustrates a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be done. Proposals which include limited responses to work requirements such as "concur" or "will comply" will receive a lower ranking than those Proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them. The criteria to be used to evaluate each Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight:

8.1.2. Proposed Work Plan (see Section 7.41 H, i-v)

- A. To what extent has the Offeror demonstrated an understanding of the requirements of the solicitation?
- B. To what extent does the Work Plan demonstrate the ability of the Offeror to meet the requirements and timeframes of the solicitation successfully, including a timeline showing all critical steps and responsible staff for each requirement?
- C. Is the Work Plan reasonable to achieve the Department's goals, objectives, and requirements?
  - i. Is the proposed staffing plan appropriate and most likely to lead to the fulfillment of the Department's goals, objectives, and requirements?

8.1.3. Executive Summary (see Section 7.41 E-G)

- A. To what extent has the Offeror demonstrated an understanding of the requirements of this solicitation?

8.1.4. Expertise and Qualifications of Proposed Staff (See Section 7.41 I-K)

- A. To what extent has the Offeror documented that it meets each of the Minimum Qualifications?

- B. To what extent has the Offeror documented/demonstrated that it meets the Highly Desirable Qualifications?
  - C. To what extent has the Offeror documented that key staff members assigned to the REM Program are licensed and certified nurses and social workers?
  - D. In the Offeror's Staffing Organization Chart, are the appropriate personnel identified with their job titles, their percentage of work time that will be devoted exclusively to this Contract and their respective areas of responsibility?
- 8.1.5. Offeror Qualifications and Capabilities (see Section 7.41 H-K)
- A. To what extent has the Offeror documented their past experience with similar projects and services?
  - B. To what extent has the Offeror documented the number of years the Offeror has provided similar services, and the number of clients/customers and geographic locations the Offeror currently services?
  - C. To what extent does the Offeror's references document the Offeror's ability to provide the services specified in this solicitation?
- 8.1.6. Economic Benefit to the State of Maryland (See Section 7.41 Q)
- A. Is the percentage of Contract dollars to be recycled into Maryland's economy adequate, above average, or exceptional?
  - B. How many and what types of jobs for Maryland residents will be created? What collateral job creation or retention may result from an award to this Offeror?
  - C. Is the estimated percentage of dollars committed to small or minority businesses substantial or inconsequential?
  - D. How much tax revenue is anticipated for the State and local subdivisions, etc.?

## ATTACHMENTS

## ATTACHMENT A: REM DISEASE LIST

ICD10	ICD 10 DESCRIPTION	AGE LIMIT	ICD10	ICD 10 DESCRIPTION	AGE LIMIT
B20	Human immunodeficiency virus [HIV] disease	0-20	E71.2	Disorder of branched-chain amino-acid metabolism, unspecified	0-20
C96.0	Multifocal and multisystemic Langerhans-cell histiocytosis	0-64	E71.310	Long chain/or very long chain acyl CoA dehydrogenase deficiency	0-64
C96.5	Multifocal and unisystemic Langerhans-cell histiocytosis	0-64	E71.311	Medium chain acyl CoA dehydrogenase deficiency	0-64
C96.6	Unifocal Langerhans-cell histiocytosis	0-64	E71.312	Short chain acyl CoA dehydrogenase deficiency	0-64
D61.01	Constitutional (pure) red blood cell aplasia	0-20	E71.313	Glutaric aciduria type II	0-64
D61.09	Other constitutional aplastic anemia	0-20	E71.314	Muscle carnitine palmitoyltransferase deficiency	0-64
D66	Hereditary factor VIII deficiency	0-64	E71.318	Other disorders of fatty-acid oxidation	0-64
D67	Hereditary factor IX deficiency	0-64	E71.32	Disorders of ketone metabolism	0-64
D68.0	Von Willebrand's disease	0-64	E71.39	Other disorders of fatty-acid metabolism	0-64
D68.1	Hereditary factor XI deficiency	0-64	E71.41	Primary carnitine deficiency	0-64
D68.2	Hereditary deficiency of other clotting factors	0-64	E71.42	Carnitine deficiency due to inborn errors of metabolism	0-64
E70.0	Classical phenylketonuria	0-20	E71.50	Peroxisomal disorder, unspecified	0-64
E70.1	Other hyperphenylalaninemias	0-20	E71.510	Zellweger syndrome	0-64
E70.20	Disorder of tyrosine metabolism, unspecified	0-20	E71.511	Neonatal adrenoleukodystrophy	0-64
E70.21	Tyrosinemia	0-20	E71.518	Other disorders of peroxisome biogenesis	0-64
E70.29	Other disorders of tyrosine metabolism	0-20	E71.520	Childhood cerebral X-linked adrenoleukodystrophy	0-64
E70.30	Albinism, unspecified	0-20	E71.521	Adolescent X-linked adrenoleukodystrophy	0-64
E70.40	Disorders of histidine metabolism, unspecified	0-20	E71.522	Adrenomyeloneuropathy	0-64
E70.41	Histidinemia	0-20	E71.528	Other X-linked adrenoleukodystrophy	0-64
E70.49	Other disorders of histidine metabolism	0-20	E71.529	X-linked adrenoleukodystrophy, unspecified type	0-64
E70.5	Disorders of tryptophan metabolism	0-20	E71.53	Other group 2 peroxisomal disorders	0-64
E70.8	Other disorders of aromatic amino-acid metabolism	0-20	E71.540	Rhizomelic chondrodysplasia punctata	0-64
E71.0	Maple-syrup-urine disease	0-20	E71.541	Zellweger-like syndrome	0-64
E71.110	Isovaleric acidemia	0-20	E71.542	Other group 3 peroxisomal disorders	0-64
E71.111	3-methylglutaconic aciduria	0-20	E71.548	Other peroxisomal disorders	0-64
E71.118	Other branched-chain organic acidurias	0-20	E72.01	Cystinuria	0-20
E71.120	Methylmalonic acidemia	0-20	E72.02	Hartnup's disease	0-20
E71.121	Propionic acidemia	0-20	E72.03	Lowe's syndrome	0-20
E71.128	Other disorders of propionate metabolism	0-20	E72.04	Cystinosis	0-20
E71.19	Other disorders of branched-chain amino-acid metabolism	0-20	E72.09	Other disorders of amino-acid transport	0-20

## ATTACHMENT A: REM DISEASE LIST

E72.11	Homocystinuria	0-20	E75.09	Other GM2 gangliosidosis	0-20
E72.12	Methylenetetrahydrofolate reductase deficiency	0-20	E75.10	Unspecified gangliosidosis	0-20
E72.19	Other disorders of sulfur-bearing amino-acid metabolism	0-20	E75.11	Mucopolipidosis IV	0-20
E72.20	Disorder of urea cycle metabolism, unspecified	0-20	E75.19	Other gangliosidosis	0-20
E72.21	Argininemia	0-20	E75.21	Fabry (-Anderson) disease	0-20
E72.22	Arginosuccinic aciduria	0-20	E75.22	Gaucher disease	0-20
E72.23	Citrullinemia	0-20	E75.23	Krabbe disease	0-20
E72.29	Other disorders of urea cycle metabolism	0-20	E75.240	Niemann-Pick disease type A	0-20
E72.3	Disorders of lysine and hydroxylysine metabolism	0-20	E75.241	Niemann-Pick disease type B	0-20
E72.4	Disorders of ornithine metabolism	0-20	E75.242	Niemann-Pick disease type C	0-20
E72.51	Non-ketotic hyperglycinemia	0-20	E75.243	Niemann-Pick disease type D	0-20
E72.52	Trimethylaminuria	0-20	E75.248	Other Niemann-Pick disease	0-20
E72.53	Primary hyperoxaluria	0-20	E75.25	Metachromatic leukodystrophy	0-20
E72.81	Disorders of gamma aminobutyric acid metabolism	0-20	E75.26	Sulfatase deficiency	0-20
E72.59	Other disorders of glycine metabolism	0-20	E75.29	Other sphingolipidosis	0-20
E72.89	Other specified disorders of amino-acid metabolism	0-20	E75.3	Sphingolipidosis, unspecified	0-20
E74.00	Glycogen storage disease, unspecified	0-20	E75.4	Neuronal ceroid lipofuscinosis	0-20
E74.01	von Gierke disease	0-20	E75.5	Other lipid storage disorders	0-20
E74.02	Pompe disease	0-20	E76.01	Hurler's syndrome	0-64
E74.03	Cori disease	0-20	E76.02	Hurler-Scheie syndrome	0-64
E74.04	McArdle disease	0-20	E76.03	Scheie's syndrome	0-64
E74.09	Other glycogen storage disease	0-20	E76.1	Mucopolysaccharidosis, type II	0-64
E74.12	Hereditary fructose intolerance	0-20	E76.210	Morquio A mucopolysaccharidoses	0-64
E74.19	Other disorders of fructose metabolism	0-20	E76.211	Morquio B mucopolysaccharidoses	0-64
E74.21	Galactosemia	0-20	E76.219	Morquio mucopolysaccharidoses, unspecified	0-64
E74.29	Other disorders of galactose metabolism	0-20	E76.22	Sanfilippo mucopolysaccharidoses	0-64
E74.4	Disorders of pyruvate metabolism and gluconeogenesis	0-20	E76.29	Other mucopolysaccharidoses	0-64
E75.00	GM2 gangliosidosis, unspecified	0-20	E76.3	Mucopolysaccharidosis, unspecified	0-64
E75.01	Sandhoff disease	0-20	E76.8	Other disorders of glucosaminoglycan metabolism	0-64
E75.02	Tay-Sachs disease	0-20	E77.0	Defects in post-translational mod of lysosomal enzymes	0-20



# ATTACHMENT A: REM DISEASE LIST

E77.1	Defects in glycoprotein degradation	0-20	G12.8	Other spinal muscular atrophies and related syndromes	0-20
E77.8	Other disorders of glycoprotein metabolism	0-20	G12.9	Spinal muscular atrophy, unspecified	0-20
E79.1	Lesch-Nyhan syndrome	0-64	G24.1	Genetic torsion dystonia	0-64
E79.2	Myoadenylate deaminase deficiency	0-64	G24.8	Other dystonia	0-64
E79.8	Other disorders of purine and pyrimidine metabolism	0-64	G25.3	Myoclonus	0-5
E79.9	Disorder of purine and pyrimidine metabolism, unspecified	0-64	G25.9	Extrapyramidal and movement disorder, unspecified	0-20
E80.3	Defects of catalase and peroxidase	0-64	G31.81	Alpers disease	0-20
E84.0	Cystic fibrosis with pulmonary manifestations	0-64	G31.82	Leigh's disease	0-20
E84.11	Meconium ileus in cystic fibrosis	0-64	G31.9	Degenerative disease of nervous system, unspecified	0-20
E84.19	Cystic fibrosis with other intestinal manifestations	0-64	G32.81	Cerebellar ataxia in diseases classified elsewhere	0-20
E84.8	Cystic fibrosis with other manifestations	0-64	G37.0	Diffuse sclerosis of central nervous system	0-64
E84.9	Cystic fibrosis, unspecified	0-64	G37.5	Concentric sclerosis [Balo] of central nervous system	0-64
E88.40	Mitochondrial metabolism disorder, unspecified	0-64	G71.00	Muscular dystrophy, unspecified	0-64
E88.41	MELAS syndrome	0-64	G71.01	Duchenne or Becker muscular dystrophy	0-64
E88.42	MERRF syndrome	0-64	G71.02	Facioscapulohumeral muscular dystrophy	0-64
E88.49	Other mitochondrial metabolism disorders	0-64	G71.09	Other specified muscular dystrophies	0-64
E88.89	Other specified metabolic disorders	0-64	G71.2	Congenital myopathies	0-64
F84.2	Rett's syndrome	0-20	G80.0	Spastic quadriplegic cerebral palsy	0-64
G11.0	Congenital nonprogressive ataxia	0-20	G80.1	Spastic diplegic cerebral palsy	0-20
G11.1	Early-onset cerebellar ataxia	0-20	G80.3	Athetoid cerebral palsy	0-64
G11.2	Late-onset cerebellar ataxia	0-20	G82.50	Quadriplegia, unspecified	0-64
G11.3	Cerebellar ataxia with defective DNA repair	0-20	G82.51	Quadriplegia, C1-C4 complete	0-64
G11.4	Hereditary spastic paraplegia	0-20	G82.52	Quadriplegia, C1-C4 incomplete	0-64
G11.8	Other hereditary ataxias	0-20	G82.53	Quadriplegia, C5-C7 complete	0-64
G11.9	Hereditary ataxia, unspecified	0-20	G82.54	Quadriplegia, C5-C7 incomplete	0-64
G12.0	Infantile spinal muscular atrophy, type I [Werdnig-Hoffman]	0-20	G91.0	Communicating hydrocephalus	0-20
G12.1	Other inherited spinal muscular atrophy	0-20	G91.1	Obstructive hydrocephalus	0-20
G12.21	Amyotrophic lateral sclerosis	0-20	I67.5	Moyamoya disease	0-64
G12.22	Progressive bulbar palsy	0-20	K91.2	Postsurgical malabsorption, not elsewhere classified	0-20
G12.29	Other motor neuron disease	0-20	N03.1	Chronic neph syndrome w focal and seg glomerular lesions	0-20

# ATTACHMENT A: REM DISEASE LIST

N03.2	Chronic nephritic syndrome w diffuse membranous glomrlneph	0-20	Q05.4	Unspecified spina bifida with hydrocephalus	0-64
N03.3	Chronic neph syndrome w diffuse mesangial prolif glomrlneph	0-20	Q05.5	Cervical spina bifida without hydrocephalus	0-64
N03.4	Chronic neph syndrome w diffuse endocaply prolif glomrlneph	0-20	Q05.6	Thoracic spina bifida without hydrocephalus	0-64
N03.5	Chronic nephritic syndrome w diffuse mesangiocap glomrlneph	0-20	Q05.7	Lumbar spina bifida without hydrocephalus	0-64
N03.6	Chronic nephritic syndrome with dense deposit disease	0-20	Q05.8	Sacral spina bifida without hydrocephalus	0-64
N03.7	Chronic nephritic syndrome w diffuse crescentic glomrlneph	0-20	Q05.9	Spina bifida, unspecified	0-64
N03.8	Chronic nephritic syndrome with other morphologic changes	0-20	Q06.0	Amyelia	0-64
N03.9	Chronic nephritic syndrome with unsp morphologic changes	0-20	Q06.1	Hypoplasia and dysplasia of spinal cord	0-64
N08	Glomerular disorders in diseases classified elsewhere	0-20	Q06.2	Diastematomyelia	0-64
N18.1	Chronic kidney disease, stage 1	0-20	Q06.3	Other congenital cauda equina malformations	0-64
N18.2	Chronic kidney disease, stage 2 (mild)	0-20	Q06.4	Hydromyelia	0-64
N18.3	Chronic kidney disease, stage 3 (moderate)	0-20	Q06.8	Other specified congenital malformations of spinal cord	0-64
N18.4	Chronic kidney disease, stage 4 (severe)	0-20	Q07.01	Arnold-Chiari syndrome with spina bifida	0-64
N18.5	Chronic kidney disease, stage 5	0-20	Q07.02	Arnold-Chiari syndrome with hydrocephalus	0-64
N18.6	End stage renal disease	0-20	Q07.03	Arnold-Chiari syndrome with spina bifida and hydrocephalus	0-64
N18.9	Chronic kidney disease, unspecified	0-20	Q30.1	Agenesis and underdevelopment of nose, cleft or absent nose only	0-5
Q01.9	Encephalocele, unspecified	0-20	Q30.2	Fissured, notched and cleft nose, cleft or absent nose only	0-5
Q02	Microcephaly	0-20	Q31.0	Web of larynx	0-20
Q03.0	Malformations of aqueduct of Sylvius	0-20	Q31.8	Other congenital malformations of larynx, atresia or agenesis of larynx only	0-20
Q03.1	Atresia of foramina of Magendie and Luschka	0-20	Q32.1	Other congenital malformations of trachea, atresia or agenesis of trachea only	0-20
Q03.8	Other congenital hydrocephalus	0-20	Q32.4	Other congenital malformations of bronchus, atresia or agenesis of bronchus only	0-20
Q03.9	Congenital hydrocephalus, unspecified	0-20	Q33.0	Congenital cystic lung	0-20
Q04.3	Other reduction deformities of brain	0-20	Q33.2	Sequestration of lung	0-20
Q04.5	Megalencephaly	0-20	Q33.3	Agenesis of lung	0-20
Q04.6	Congenital cerebral cysts	0-20	Q33.6	Congenital hypoplasia and dysplasia of lung	0-20
Q04.8	Other specified congenital malformations of brain	0-20	Q35.1	Cleft hard palate	0-20
Q05.0	Cervical spina bifida with hydrocephalus	0-64	Q35.3	Cleft soft palate	0-20
Q05.1	Thoracic spina bifida with hydrocephalus	0-64	Q35.5	Cleft hard palate with cleft soft palate	0-20
Q05.2	Lumbar spina bifida with hydrocephalus	0-64	Q35.9	Cleft palate, unspecified	0-20
Q05.3	Sacral spina bifida with hydrocephalus	0-64	Q37.0	Cleft hard palate with bilateral cleft lip	0-20

# ATTACHMENT A: REM DISEASE LIST

Q37.1	Cleft hard palate with unilateral cleft lip	0-20	Q61.19	Other polycystic kidney, infantile type, bilateral only	0-20
Q37.2	Cleft soft palate with bilateral cleft lip	0-20	Q61.2	Polycystic kidney, adult type, bilateral only	0-20
Q37.3	Cleft soft palate with unilateral cleft lip	0-20	Q61.3	Polycystic kidney, unspecified, bilateral only	0-20
Q37.4	Cleft hard and soft palate with bilateral cleft lip	0-20	Q61.4	Renal dysplasia, bilateral only	0-20
Q37.5	Cleft hard and soft palate with unilateral cleft lip	0-20	Q61.5	Medullary cystic kidney, bilateral only	0-20
Q37.8	Unspecified cleft palate with bilateral cleft lip	0-20	Q61.9	Cystic kidney disease, unspecified, bilateral only	0-20
Q37.9	Unspecified cleft palate with unilateral cleft lip	0-20	Q64.10	Exstrophy of urinary bladder, unspecified	0-20
Q39.0	Atresia of esophagus without fistula	0-3	Q64.12	Cloacal extrophy of urinary bladder	0-20
Q39.1	Atresia of esophagus with tracheo-esophageal fistula	0-3	Q64.19	Other exstrophy of urinary bladder	0-20
Q39.2	Congenital tracheo-esophageal fistula without atresia	0-3	Q75.0	Craniosynostosis	0-20
Q39.3	Congenital stenosis and stricture of esophagus	0-3	Q75.1	Craniofacial dysostosis	0-20
Q39.4	Esophageal web	0-3	Q75.2	Hypertelorism	0-20
Q42.0	Congenital absence, atresia and stenosis of rectum with fistula	0-5	Q75.4	Mandibulofacial dysostosis	0-20
Q42.1	Congenital absence, atresia and stenosis of rectum without fistula	0-5	Q75.5	Oculomandibular dysostosis	0-20
Q42.2	Congenital absence, atresia and stenosis of anus with fistula	0-5	Q75.8	Other congenital malformations of skull and face bones	0-20
Q42.3	Congenital absence, atresia and stenosis of anus without fistula	0-5	Q77.4	Achondroplasia	0-1
Q42.8	Congenital absence, atresia and stenosis of part of long intestine	0-5	Q77.6	Chondroectodermal dysplasia	0-1
Q42.9	Congenital absence, atresia and stenosis of long intestine, part unspecified	0-5	Q77.8	Other osteochondrodysplasia with defect of growth of tubular bones and spine	0-1
Q43.1	Hirschsprung's disease	0-15	Q78.0	Osteogenesis imperfecta	0-20
Q44.2	Atresia of bile ducts	0-20	Q78.1	Polyostotic fibrous dysplasia	0-1
Q44.3	Congenital stenosis and stricture of bile ducts	0-20	Q78.2	Osteopetrosis	0-1
Q44.6	Cystic disease of liver	0-20	Q78.3	Progressive diaphyseal dysplasia	0-1
Q45.0	Agenesis, aplasia and hypoplasia of pancreas	0-5	Q78.4	Enchondromatosis	0-1
Q45.1	Annular pancreas	0-5	Q78.6	Multiple congenital exostoses	0-1
Q45.3	Other congenital malformations of pancreas and pancreatic duct	0-5	Q78.8	Other specified osteochondrodysplasias	0-1
Q45.8	Other specified congenital malformations of digestive system	0-10	Q78.9	Osteochondrodysplasia, unspecified	0-1
Q60.1	Renal agenesis, bilateral	0-20	Q79.0	Congenital diaphragmatic hernia	0-1
Q60.4	Renal hypoplasia, bilateral	0-20	Q79.1	Other congenital malformations of diaphragm	0-1
Q60.6	Potter's syndrome, with bilateral renal agenesis only	0-20	Q79.2	Exomphalos	0-1
Q61.02	Congenital multiple renal cysts, bilateral only	0-20	Q79.3	Gastroschisis	0-1
Q79.4	Prune belly syndrome	0-1			
Q79.59	Other congenital malformations of abdominal wall	0-1			
Q89.7	Multiple congenital malformations, not elsewhere classified	0-10			
R75	Inconclusive laboratory evidence of HIV	0-12 months			
Z21	Asymptomatic human immunodeficiency virus infection status	0-20			
Z99.11	Dependence on respirator [ventilator] status	1-64			
Z99.2	Dependence on renal dialysis (ESRD)	21-64			

## ATTACHMENT B: REM SPECIAL PROGRAM CODES

### ATTACHMENT B: REM SPECIAL PROGRAM CODES

REM Special Program Codes	Percentage of Total in REM	# REM Participants Under 21	# REM Adults Over 21	ICD-10 Codes
Asymptomatic Pediatric Disease (APD)	<1%	39	0	Z21
Blood Disease (BLD)	2.91%	78	47	D61.01, D61.09, D66, D67, D68.0, D68.1, D68.2
Congenital Anomalies (CON)	35.79%	1418	115	Q01.9, Q02, Q03.0, Q03.1, Q03.8, Q03.9, Q04.5, Q04.6, Q04.8, Q05.0, Q05.1, Q05.2, Q05.3, Q05.4, Q05.5, Q05.6, Q05.7, Q05.8, Q05.9, Q06.0, Q06.1, Q06.2, Q06.3, Q06.4, Q06.8, Q07.01, Q07.02, Q07.03, Q30.1, Q30.2, Q31.0, Q31.8, Q32.1, Q32.4, Q33.0, Q33.2, Q33.3, Q33.6, Q35.1, Q35.3, Q35.5, Q35.9, Q37.0, Q37.1, Q37.2, Q37.3, Q37.4, Q37.5, Q37.8, Q37.9, Q39.0, Q39.1, Q39.2, Q39.3, Q39.4, Q42.0, Q42.1, Q42.2, Q42.3, Q42.8, Q42.9, Q43.1, Q44.2, Q44.3, Q44.6, Q45.0, Q45.1, Q45.3, Q45.8, Q60.1, Q60.4, Q60.6, Q61.02, Q61.19, Q61.2, Q61.3, Q61.4, Q61.5, Q61.9, Q64.10, Q64.12, Q64.19, Q75.0, Q75.1, Q75.2, Q75.4, Q75.5, Q75.8, Q77.4, Q77.6, Q77.8, Q78.0, Q78.1, Q78.2, Q78.3, Q78.4, Q78.6, Q78.8, Q78.9, Q79.0, Q79.1, Q79.2, Q79.3, Q79.4, Q79.59, Q89.7
Degenerative Disease (DEG)	9.03%	378	9	E75.00, E75.01, E75.02, E75.09, E75.10, E75.11, E75.19, E75.23, E75.25, E75.4, F84.2, G11.0, G11.1, G11.2, G11.3, G11.4, G11.8, G11.9, G12.0, G12.1, G12.21, G12.22, G12.29, G12.8, G12.9, G24.1, G24.8, G25.3, G25.9, G31.81, G31.82, G31.9, G32.81, G91.0, G91.1
Infant with Inconclusive Disease (IID)	<1%	10	0	R75
Metabolic (MET)	7.16%	272	35	C96.0, C96.5, C96.6, E70.0, E70.1, E70.20, E70.21, E70.29, E70.30, E70.40, E70.41, E70.49, E70.5, E70.8, E71.0, E71.110, E71.111, E71.118, E71.120, E71.121, E71.128, E71.19, E71.2, E71.310, E71.311, E71.312, E71.313, E71.314, E71.318, E71.32, E71.39, E71.41, E71.42, E71.50, E71.510, E71.511, E71.518, E71.520, E71.521, E71.522, E71.528, E71.529, E71.53, E71.540, E71.541, E71.542, E71.548, E72.01, E72.02, E72.03, E72.04, E72.09, E72.11, E72.12, E72.19, E72.20, E72.21, E72.22, E72.23, E72.29, E72.3, E72.4, E72.51, E72.52, E72.53, E72.59, E72.8, E74.00, E74.01, E74.02, E74.03, E74.04, E74.09, E74.12, E74.19, E74.21, E74.29, E74.4, E75.21, E75.22, E75.240, E75.241, E75.242, E75.243, E75.248, E75.29, E75.3, E75.5, E76.01, E76.210, E76.211, E76.219, E76.22, E76.29, E76.3, E76.8, E77.0, E77.1, E77.8, E79.1, E79.2, E79.8, E79.9, E80.3, E84.0, E84.11, E84.19, E84.8, E84.9, E88.40, E88.41, E88.42, E88.49, E88.89
Other (OTH)	41.46%	861	915	G37.0, G37.5, G71.0, G71.11, G71.2, G80.0, G80.1, G80.3, G82.50, G82.51, G82.52, G82.53, G82.54, I67.5, K91.2, N03.1, N03.2, N03.3, N03.4, N03.5, N03.6, N03.7, N03.8, N03.9, N08, N18.1, N18.2, N18.3, N18.4, N18.5, N18.6, N18.9, Z99.2
Pediatric Symptomatic Disease (PSA)	1.12%	48	0	B20
Ventilator Dependent Person (VDP)	1.35%	43	15	Z99.11

## ATTACHMENT C: REM LEVEL OF CARE GUIDELINES

### ATTACHMENT C: REM LEVEL OF CARE GUIDELINES

<b>LOC 1</b> <b>Acutely Ill</b>	<b>LOC 2</b> <b>Unstable</b>	<b>LOC 3</b> <b>Stable</b>
<p><b>Case Management level of intervention:</b> An emergent change in the REM Participant's medical condition or service utilization requires intensive Case Management intervention and follow up.</p> <p><u><b>Examples</b></u></p> <p>REM Participant has a history (within past 6 months) of frequent hospitalizations and ER visits. Unstable clinical condition, an exacerbation of chronic illness or a newly diagnosed condition.</p> <p>Unstable psychosocial issues that have a significant negative impact on the health of the REM Participant.</p> <p>History of highest service utilization.</p> <p>REM Participant receives new or ongoing nursing services requiring intense Case Management assessment of the need for services.</p> <p>Unstable housing or environmental issues.</p> <p>One (1) year before a youth turns 21 years old and transitions into care settings, such as from pediatric to adult medical care, IEP services to DDA or DORS, etc.</p> <p>Whenever there is a transition of care from one setting to another such as long-term hospitalization to home, home to group home or foster care placement.</p>	<p><b>Case Management level of intervention:</b> The instability in the REM Participant's medical condition or service utilization requires Case Management intervention on an ongoing basis to attain stable service/treatment plans.</p> <p><u><b>Examples</b></u></p> <p>REM Participant has a history of exacerbations of medical issues requiring Case Management assessment of stability.</p> <p>Recently diagnosed with a new condition which is stabilizing. Demonstrating understanding of condition but requires Case Management follow up to maintain level of understanding.</p> <p>Continues with high utilization of services, but appropriateness has been determined by Case Management. REM Participant and caregiver are demonstrating some level of independence in managing services.</p> <p>REM Participant sees multiple specialists. Case Management assistance is required with coordination of care between multiple specialists. Attendance at some of the appointments by the Case Manager is required.</p> <p>Receives ongoing nursing services not requiring intensive Case Management assessment of the need for services. (Includes those requiring the routine nursing assessment form every 6 months)</p> <p>Has presented with obstacles to accessing services requiring Case Management intervention and coordination.</p> <p>Stable service/treatment plan but aging out of the REM Program in the next 6-12 months. Requires higher level of Case Management intervention.</p>	<p><b>Case Management level of intervention:</b> Case Management intervention is required on an ongoing basis to monitor the REM Participant's stable service/treatment plans.</p> <p><u><b>Examples</b></u></p> <p>REM Participant has a stable service/treatment plan.</p> <p>Requires ongoing monitoring of ability to access services.</p> <p>Requires ongoing assessment of clinical stability.</p> <p>Receives ongoing monitoring of routine specialty and primary care.</p> <p>Utilization of services is moderate and appropriateness has been determined by case manager.</p> <p>REM Participant/caregiver is demonstrating independence in managing services.</p>

## ATTACHMENT D: CASE MANAGEMENT REPORTING REQUIREMENTS

### ATTACHMENT D: CASE MANAGEMENT REPORTING REQUIREMENTS

REM Participant level of care	General Criteria	Required Documentation	Reporting Schedule (Minimum, if no change in level of care)	Participant Contact	PCP Contact	Review of Cost Utilization Data
Assessment	New to REM	Assessment Report Case Management Plan Emergency Information Form	Initial Assessment completed within 30 Calendar Days of date referral sent to Case Management Contractor <b>and</b> updated once every 12 months.	1. Phone or email contact within 24 hours of referral 2. Face to face visit within 10 Calendar Days of receipt of referral in LTSS	Prior to first Assessment Report	N/A
Level of Care 1	Acutely ill and/or history of highest service utilization requiring intensive Case Management assessment and coordination, or a Transitioning Youth.	Assessment Report Case Management Plan	Once every 12 months  Reviewed/updated and completed at least every 3 months from date of previous Report.	1. Phone or email contact every month 2. Face to face visit every 3 months	Once every 3 months	Every 3 months
Level of Care 2	Unstable service and treatment plans requiring ongoing Case Management assessment and coordination. Stable but aging out of REM in next 6-12 months.	Assessment Report Case Management Plan	Once every 12 months  Reviewed with family every 3 months and updated at least every 6 months from the date of the previous Report.	1. Phone or email contact every month 2. Face to face visit every 6 months	Once every 6 months	Every 3 months
Level of Care 3	Stable service and treatment plans requiring periodic Case Management assessment and coordination.	Assessment Report Case Management Plan	Once every 12 months  Reviewed with family every 3 months and updated at least every 6 months from the date of the previous Report.	1. Phone or email contact every month 2. Face to face visit every 12 months	Once every 6 months	Every 3 months

**ATTACHMENT E: QUALITY IMPROVEMENT PROGRAM REQUIREMENTS**

Each Offeror will provide documentation of a Quality Improvement Program that is comprehensive in scope.

**A. The Quality Improvement Plan**

The Quality Improvement Plan must document processes to manage internal quality improvement activities as well as REM Quality Improvement activity requirements.

1. The Contractor will provide an illustration of the current organizational structure.
2. The Contractor will provide job descriptions for case management staff, supervisory staff, and medical director and/or case management consultants.
3. The Contractor will provide policies detailing professional licensures required for staff.
4. The Contractor will provide evidence of state agency licensure and any other regulatory licensure requirements, as appropriate to the organization.
5. The Contractor will provide a case manager's scope of practice (a document that defines knowledge and skills expected for management of REM Participants within their care).
6. The Contractor will provide staffing standards including expected number of cases per full-time employee (FTE), expected case management responsibilities, and outcomes based on participant acuity and staff expertise.
7. The Contractor will provide supervisory and administrative policies and procedures for management of staff.
8. The Contractor will provide criteria for accessing medical and Case Management consultants.

**B. Policies and Procedures**

1. The Contractor will provide policies and procedures related to Quality Improvement. Policies and procedures will be maintained to reflect current standards of Case Management practice.
2. The Contractor will provide the structure of the formal Quality Improvement Committee including a description of how all departments within the organization are represented to serve as a forum in order to evaluate services and operations.
3. The Contractor will describe the process for Report review and recommendation of actions to improve Case Management outcomes within the Quality Improvement Committee.
4. The Contractor will have a designated and qualified Quality Improvement Manager.
5. The Contractor will provide procedures for reviewing Assessment Reports, Case Management Plans, Service Coordination forms, and Closure Reports to recommend actions that improve Case Management outcomes.

## **ATTACHMENT E: QUALITY IMPROVEMENT PROGRAM REQUIREMENTS**

6. The Contractor will identify the processes by which case management activities are established, monitored and evaluated.
7. The Contractor will provide procedures to identify, review, and resolve complaints and grievances.
8. The Contractor will provide procedures to review aggregated grievances and complaints.
9. The Contractor will provide procedures to monitor internal, contractual and subcontractual staff in relationship to REM Program requirements.
10. The Contractor will provide procedures to develop, implement, and track corrective action plans.
11. The Contractor will provide procedures to identify and review customer service quality indicators.
12. The Contractor will provide procedures to identify and evaluate areas requiring focused review.
13. The Contractor will provide procedures for annual review of the Quality Improvement Program policies and procedures, its results, and an analysis of its effectiveness.
14. The Contractor will develop procedures for identification of opportunities for improvement and implementation of changes to the Quality Improvement Program as needed.
15. The Contractor will review Case Management practice and prevention guidelines annually and revise the guidelines as necessary to reflect current practice/standards.

### **C. Quality Improvement Reports**

1. The Quality Improvement Program will provide an outline of the frequency, types of Reports and summarized material used by internal management staff and an outline of Reports to be submitted to the Department as specified, or as needed.
2. Reports will include but are not limited to the following:
  - a. Reportable Events: The Contractor will Report significant events to the Department within twenty-four (24) hours of the initial event and Report subsequent changes in event status. Significant events are broadly defined as those situations where a REM participant, family member, or provider notifies the REM case manager of an urgent or potential problem requiring immediate notification and/or assistance from the case manager or the Department. Staff from the Department will document and provide assistance with case management regarding these events. Examples of significant events may include, but are not limited to: Protective Services referrals, state agency coordination problems, delays in authorizations, service appeals, safety issues, sudden loss of caregiver, services that are authorized but not delivered in a timely manner, and unanticipated deaths;
  - b. Case Load and Supervisor Ratios: The Contractor will provide a monthly Report listing case management supervisors with their case managers and the number of REM



## ATTACHMENT E: QUALITY IMPROVEMENT PROGRAM REQUIREMENTS

participants assigned to those case managers. The Report will also include the levels of care assigned to the case manager's REM participants;

- c. Complaints: The Contractor will provide a monthly Report of complaints from REM participants, families or providers regarding case manager or medical service issues and how they were resolved;
- d. Internal Auditing: The Contractor will supply a monthly narrative and quantitative Report detailing internal quality audits of case management services. These Reports may be reviewed as part of the onsite auditing process;
- e. Ad Hoc Reports: The Contractor will also provide any ad hoc information required to complete Reports requested by the Department;
- f. Monthly REM Unmet Minimum Contact & Reporting Requirements Report;
- g. Monthly Unable-to-Locate Report;
- h. Bi-Annual Ventilator Dependent Participant Report; and
- i. Monthly Transitioning Youth Report.

## ATTACHMENT F: UNMET QUALITY IMPROVEMENT INDICATOR REPORT

### ATTACHMENT F: UNMET MINIMUM CONTACT AND REPORTING REQUIREMENTS REPORT

#### Level of Care 2

[Number of Patients] patients in Invoice LOC 2      2% 7 Flagged  
98% 361 Not Flagged

Patient	MA Number	Referred	Patient	(Attempt)	PCP	(Attempt)	OPD	OPN	Exm-CUD	Rpt-UAS	Rpt-CMP
		03/07/11	Letter	03/19/12		07/19/11			01/26/12	04/06/11	01/06/12
			Phone	03/22/12	03/22/12	01/06/12					
			Visit	09/14/11	05/11/11						
<b>Discrepancies</b>	Missed visit to patient										
		08/18/06	Letter	03/28/12					11/18/11		10/07/11
			Phone	01/20/12	03/15/12	10/07/11					
			Visit	09/15/11							
<b>Discrepancies</b>	Missed visit to patient										
		03/09/11	Letter	10/26/11					03/28/12	04/06/11	12/29/11
			Phone	03/26/12	03/22/12	12/29/11					
			Visit	09/27/11							
<b>Discrepancies</b>	Missed visit to patient										
		05/16/07	Letter	03/09/12					11/28/11		03/16/12
			Phone	03/20/12	03/09/12	09/16/11					
			Visit	03/20/12							
<b>Discrepancies</b>	No PCP contact										
		09/19/06	Letter						07/16/11		03/23/12
			Phone	03/09/12	03/09/12	04/27/11					
			Visit	02/09/12							
<b>Discrepancies</b>	No PCP contact										
		06/15/09	Letter	07/05/11					03/28/12		01/11/12
			Phone	03/09/12	03/06/12	01/11/12					
			Visit	09/15/11							
<b>Discrepancies</b>	Missed visit to patient										

## ATTACHMENT G: REM SERVICE COORDINATION FORM

### ATTACHMENT G: REM SERVICE COORDINATION FORM

**To be completed by the Department's REM Intake and Referral:**

**Client:** \_\_\_\_\_ **Date to Case Manager:** \_\_\_\_\_

**Current MA#:** \_\_\_\_\_

**This Client is receiving ongoing medical support services or supplies through the MCO as noted below. Please assess the specific service needs of the participant and determine the participant's preference of providers. Contact the designated provider and educate them regarding the REM transition process. Determine if the current amount of supplies is adequate for the transition. Communicate to the REM Unit the status of the service coordination. Ensure that supplies are re-ordered under the Fee-for-Service system once the participant has been enrolled in REM. The client will not be enrolled in REM until the services are arranged and the Case Manager confirms any necessary preauthorization. REM Intake staff will then send you a copy of the enrollment form with the REM begin-date.**

**II. To be completed by the case manager and returned to REM Intake: \* Fill in or check ALL columns\***

Participant's Supplies Services/Equipment PDN/Home Health Services/Specialized Medications	Designated Provider, MA Provider #, Phone #, Contact Persons Name	Adequate supplies on hand for transition (should have at least 3-4 weeks on hand)	Not currently using service	Requires Pre-Authorization (check one)	
				YES	NO

**ATTACHMENT G: REM SERVICE COORDINATION FORM**


**I have arranged for the above services to continue.**

**Case Manager:** \_\_\_\_\_ **Date Form Completed:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**REM Case Management Supervisor:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**For questions, please call the REM Intake Unit at 1-800-565-8190.**

**When this form is complete, please fax it to the REM Intake Unit at 410-333-5426. We will then send you a copy of the REM enrollment form with the REM Participant's Program start date.**

## ATTACHMENT G: REM SERVICE COORDINATION FORM

### REM Service Coordination Form

Page 2

To be completed by the case manager and returned to the REM Intake Unit

\* Fill in or check all columns\*

Participant's Supplies Services/Equipment PDN/Home Health Services	Designated Provider, MA Provider #, Phone #, Contact Person's Name	Adequate supplies on hand for transition (should have at least 3-4 weeks on hand)	Not currently using service	Requires Pre-Authorization (check one)	
				YES	NO

## ATTACHMENT H: ASSESSMENT REPORT

<b>REM Participant Name</b>
<b>Current MA#</b>
<b>DOB</b>
<b>CM Name</b>
<b>Report Date mm/dd/yyyy</b>
<b>Agency Code</b>
<b>REM Enrollment Date</b>
<b>REM End Date</b>
<b>REM LOC</b>

## ATTACHMENT H: REM ASSESSMENT REPORT

### Demographic Data

<b>Aliases</b>			
<b>Address1</b>			
<b>Address2</b>			
<b>City</b>	<b>State</b>	<b>Zip</b>	<b>County</b>
<b>DOB</b>	<b>Age</b>	<b>Sex</b>	<b>SSN#</b>
<b>E-mail Address:</b>			
<b>Primary Language Spoken:</b>		<b>Interpreter services required</b> <input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>Caregiver Name</b>	<b>Relationship</b>	<b>Phone #</b>	<b>Phone Type (Home, Work, Cell, etc.)</b>
		<b>Phone #</b>	
		<b>E-mail Address</b>	
<b>Emergency Contact Name</b>	<b>Relationship</b>	<b>Phone #</b>	<b>Phone Type</b>
		<b>Phone #</b>	
		<b>E-mail Address</b>	

### REM Intake Information (from REM Intake Form)

<b>Referring Physician</b>	<b>Phone</b>	<b>Specialty</b>
<b>Primary Care Physician</b>	<b>Phone</b>	<b>Specialty</b>
<b>Immunizations received this year</b>	<b>Date(s):</b>	
<b>Flu vaccine</b>	<b>Date:</b>	

## ATTACHMENT H: ASSESSMENT REPORT

<b>REM Participant Name</b>
<b>Current MA#</b>
<b>DOB</b>
<b>CM Name</b>
<b>Report Date mm/dd/yyyy</b>
<b>Agency Code</b>
<b>REM Enrollment Date</b>
<b>REM End Date</b>
<b>REM LOC</b>

<b>REM Qualifying Dx</b>	<b>REM Qualifying ICD-10 Code</b>
<b>Additional diagnoses</b>	<b>ICD-10 (if known)</b>

### Health Profile

<b>Current Health Status</b>
<b>1. Recent illness:</b>
<b>2. Changes in symptoms:</b>
<b>Significant Past Health History</b>
<b>1. Surgeries:</b>
<b>2. Major illnesses, traumas:</b>
<b>Routine Care</b>
<b>Growth and Development</b>
<b>Observations of Physical Status</b>
<b>Observations of Cognitive Functioning</b>
<b>Physician Notification and Emergency Plan</b>

### Hospitalization/ER visits Within Past Year

Facility	Date	LOS	Reason For Admission

## ATTACHMENT H: ASSESSMENT REPORT

<b>REM Participant Name</b>
<b>Current MA#</b>
<b>DOB</b>
<b>CM Name</b>
<b>Report Date mm/dd/yyyy</b>
<b>Agency Code</b>
<b>REM Enrollment Date</b>
<b>REM End Date</b>
<b>REM LOC</b>

### Support Systems

<b>Family Composition</b> <b>1. Individuals living in household:</b> <b>2. Family members living outside household (brothers, sisters, parents):</b>
<b>Caregiver/Support Systems</b> <b>1. Adult caregiver in home:</b> <b>2. Supports to caregiver:</b> <b>3. Supports to patient:</b> <b>4. Legal/CPS/APS supports:</b> <b>5. Finance/Income:</b>

### Home and Community Based Waiver Services

<b>Name of Waiver or Service</b>	<input type="checkbox"/> CO Waiver <input type="checkbox"/> DDA Waiver <input type="checkbox"/> CFC <input type="checkbox"/> AW <input type="checkbox"/> BI <input type="checkbox"/> Other
<b>Contact Person:</b>	<b>Contact Phone/Email:</b>
<b>Services Provided:</b>	
<b>Contact Person:</b>	<b>Contact Phone/Email:</b>
<b>Services Provided:</b>	
<b>Assessment of Services and Recommendations:</b>	



## ATTACHMENT H: ASSESSMENT REPORT

<b>REM Participant Name</b>
<b>Current MA#</b>
<b>DOB</b>
<b>CM Name</b>
<b>Report Date mm/dd/yyyy</b>
<b>Agency Code</b>
<b>REM Enrollment Date</b>
<b>REM End Date</b>
<b>REM LOC</b>

### Primary Care Provider

Name	Address	Phone Number	Last Appt	Next Appt	D/S	Assessment of Services & Recommendations

### Specialist/Specialty Clinic

Name and Location	Phone Number	Type of Clinic	Frequency of visits	Last Appt	Next Appt	D/S	Assessment of Services & Recommendations

### Dental Care

Name and Location	Phone Number	Type of Clinic	Frequency of visits	Last Appt	Next Appt	D/S	Assessment of Services & Recommendations

### Home Care

Provider Name	Provider Contact	Phone Number	Type of Service	Frequency	Assessment of Services & Recommendations (goals met/unmet)

## ATTACHMENT H: ASSESSMENT REPORT

<b>REM Participant Name</b>
<b>Current MA#</b>
<b>DOB</b>
<b>CM Name</b>
<b>Report Date mm/dd/yyyy</b>
<b>Agency Code</b>
<b>REM Enrollment Date</b>
<b>REM End Date</b>
<b>REM LOC</b>

### Therapies

Provider Name	Provider Contact	Phone Number	Type of Service	Frequency	Assessment of Services & Recommendations (goals met/unmet)

### Equipment and Supplies

Provider Name	Provider Contact	Phone Number	Equipment/Supplies	Rent or Purchase	Assessment of Service & Recommendations

### Medications/Nutritionals

Provider Name	Provider contact	Phone Number	Drug/Nutritional Product	Assessment of Services and Recommendations

### Lab and Diagnostic Outpatient Technology Services

## ATTACHMENT H: ASSESSMENT REPORT

<b>REM Participant Name</b>
<b>Current MA#</b>
<b>DOB</b>
<b>CM Name</b>
<b>Report Date mm/dd/yyyy</b>
<b>Agency Code</b>
<b>REM Enrollment Date</b>
<b>REM End Date</b>
<b>REM LOC</b>

Provider Name	Provider contact	Type of Service	Frequency of Service	Last Service	Next Service

### Optional Services

Provider Name	Provider Contact	Phone Number	Type of Service	Frequency	Assessment of Services and Recommendations

### Environment

<b>Current Living Arrangements</b>
<b>1. Type of Housing:</b>
<b>2. Limitations:</b>
<b>3. Safety Issues:</b>
<b>4. Accessibility Issues:</b>
<b>5. Health Issues:</b>
<b>6. Housing Issues:</b>

### Education

## ATTACHMENT H: ASSESSMENT REPORT

<b>REM Participant Name</b>
<b>Current MA#</b>
<b>DOB</b>
<b>CM Name</b>
<b>Report Date mm/dd/yyyy</b>
<b>Agency Code</b>
<b>REM Enrollment Date</b>
<b>REM End Date</b>
<b>REM LOC</b>

<b>School Name</b>	<b>School Address</b>	<b>Phone Number</b>	<b>County</b>
<b>Contact</b>	<b>Phone Number</b>	<b>Position</b>	
<b>IFSP/IEP/Transition plan</b>	<b>Date of last IFSP/IEP</b>	<b>Next Review Due Date</b>	

### Occupation, Vocation, Day Program

<b>Employer Name</b>	<b>Phone Number</b>	<b>Position</b>	<b>Assessment of Services &amp; Recommendations</b>
<b>Contact</b>			
<b>Vocation Plan</b>	<b>Date</b>	<b>Next Review</b>	

### Transportation

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### Social, Cultural, Language, and Community Issues

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### Non-Medicaid Reimbursed Services

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### REM Qualifying Diagnosis

## ATTACHMENT H: ASSESSMENT REPORT

<b>REM Participant Name</b>
<b>Current MA#</b>
<b>DOB</b>
<b>CM Name</b>
<b>Report Date mm/dd/yyyy</b>
<b>Agency Code</b>
<b>REM Enrollment Date</b>
<b>REM End Date</b>
<b>REM LOC</b>

**Does participant still meet the criteria for their REM qualifying diagnosis? Yes\_\_\_ No\_\_\_ If no, please explain and Report to the Department.**

### **Case Management Interaction with Interdisciplinary Team/Outcomes**

**Summary of CM activities and results:**

### **Issues and Opportunities Identified From Assessment Report**

- 1.
- 2.
- 3.

ATTACHMENT I: REM CASE MANAGEMENT PLAN

REM PARTICIPANT NAME

CURRENT MA #

DOB

CM

DATE MM/DD/YYYY

REM QUALIFYING DX

Goals

Date From To

Issue/Opportunity:

Date Identified:

Goal/Expected Outcome	Expected Date for Goal	Barriers to Meeting Goal	Planned Interventions	Progress/Evaluation of Interventions
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Goal Evaluation:
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ATTACHMENT J: REM CONSENT TO RELEASE INFORMATION

**To Families:** We can better serve you if we are able to work with other State and local agencies that know you. When you sign this form you give permission for agencies to share information about you. You will still get services for which you are eligible even if you choose not to sign this form.

**Section I. Identification**

**Name:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_

**Zip:** \_\_\_\_\_

**Phone:** (\_\_\_\_) \_\_\_\_\_

**Social Security Number:** \_\_\_\_\_

**Section II. Identification of Parent/Guardian (for minors only)**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_

**Zip:** \_\_\_\_\_

**Phone:** (\_\_\_\_) \_\_\_\_\_

**Relationship to Child:**     ☐ Self (minor child)     ☐ Legal Custodian/Guardian/Surrogate

☐ Parent                                   ☐ Other caretaker: \_\_\_\_\_

## ATTACHMENT J: REM CONSENT TO RELEASE INFORMATION

### Section III. Information Release

#### A. Agencies Sharing Information (Check all that apply)

I, \_\_\_\_\_, authorize the release of information and records on the above individual between or among the following public agencies.

☐ Dept. of Social Service    ☐ Maryland State Dept. of Education (MSDE) (Jurisdiction)

☐ Local Health Department    ☐ Maryland Dept. of Health (DEPARTMENT) (Jurisdiction)

☐ Public School System    ☐ Maryland Dept. of Juvenile Service (DJS)(Jurisdiction)

☐ Other Public Agencies: \_\_\_\_\_ ☐ Local Planning Entity Designated by Article 49D §11

#### B. Information to be Released (Check all that apply)

☐ Reports/records about psychological or cognitive abilities

☐ Educational Reports or records    ☐ Early intervention Reports/records

☐ Medical health needs/treatment/history    ☐ Recommendation for intervention or treatment

☐ Mental health needs/treatment/history    ☐ Assessment of family situation

☐ Alcohol/drug treatment (Identify information to be shared<sup>1</sup>):

☐ Other (specify): Authorized Representative

\_\_\_\_\_

Valid ONLY for Medical Assistance representative to receive notices

REM Case Manager Name: \_\_\_\_\_

REM Case Manager Address: \_\_\_\_\_

\_\_\_\_\_

REM Case Manager Phone: \_\_\_\_\_



<sup>1</sup>Information from drug and alcohol abuse patient records can be obtained only when the patient signs this form and specifically designates how much and what kind of information is to be released, in accordance with 42 CFR Part 2, Confidentiality of Alcohol and Drug Abuse Patient Records. A general authorization for the release of medical or other information is not sufficient for this purpose.

**For Minor Children:**

☐ yes ☐ no If consenting to release of protective services records collected prior to October 1, 1993, do you wish to review the Child Protective Services' records, if any exist, at the local department prior to release of the information? I understand that I may cancel this consent in whole or in part after reviewing any existing pre-October 1, 1993, Child Protective Services' record.

**Section IV. Signature**

I understand that the purpose of this authorization is to allow agencies to share information and records to provide services to me in a coordinated and effective way. I agree that the agencies above may share and exchange information about me. Information and records released under this authorization shall remain confidential and may not be disclosed to any party not identified on this form without specific written consent in accordance with state and federal law. Criminal penalties may apply to illegal disclosure. This authorization can be cancelled in writing at any time. I understand that the cancellation will not affect any information that was already released before the cancellation. I approve the release of this information. I understand what this agreement means. I am signing on my own and have not been pressured to do so.

---

**Signature**

**Date**

---

**Signature (Parent/Guardian Signature for Minors only)**

**Date**

For Worker Use:

This authorization is good for one year from the date it is signed: \_\_\_\_\_  
 \_\_\_\_\_

## ATTACHMENT K: REM MONTHLY PROVIDER RELATIONS REPRESENTATIVE ACTIVITY REPORT

### ATTACHMENT K: REM MONTHLY PROVIDER RELATIONS REPRESENTATIVE ACTIVITY REPORT

The Contractor shall provide monthly Provider Relations Representative Activity Reports to the Department by the 15<sup>th</sup> of the following month, using the format provided.

REM Participant Last Name	REM Participant First Name	Date	Name of Caller	Relationship to REM Participant (e.g. PCP, DME Provider, Parent)	Description of Call	Actions Taken	Provider Relations Representative	Follow Up Required (Yes/No)

In addition, the report should include the total number of overall calls received by the Provider Relations Representative(s) each month.

## ATTACHMENT L: PRIVATE DUTY NURSING ASSESSMENT

### ATTACHMENT L: PRIVATE DUTY NURSING ASSESSMENT

**Reason for Assessment:** ☐ Initial ☐ New ☐ DEPARTMENT Request ☐ Annual ☐ Semi-annual ☐ Change in Services

**Date of Request:** mm/dd/yy

**REM Participant Name:** \_\_\_\_\_

**Current MA #:** \_\_\_\_\_

**DOB:** \_\_\_\_\_

**CM Name and Phone Number/Extension:** \_\_\_\_\_

**CM Team Lead and Phone Number/Extension:** \_\_\_\_\_

**CM Agency:** \_\_\_\_\_

**Information obtained:** ☐ Telephonically

☐ Visit Date

**Other Insurance Available:** ☐ Yes ☐ No

**Date Nursing Assessment Completed:** \_\_\_\_\_

**Name of Insurance:** \_\_\_\_\_

**If yes, denial letter attached?** ☐ Yes ☐ No

**Documentation Included:** ☐ Yes ☐ No

**List of documentation included (work verification, nursing notes, etc):**

\_\_\_\_\_

**REM Qualifying Diagnosis:** \_\_\_\_\_

**Additional Diagnoses:** \_\_\_\_\_

**Type of Nursing Service:** ☐ REM ☐ REM-OPT ☐ MW ☐ HHA ☐ CNA ☐ CMT

## ATTACHMENT L: PRIVATE DUTY NURSING ASSESSMENT

### Nursing Services

Provider	Provider Contact	Phone	Funding Source	Current Frequency of Services (e.g.LPN 8X7 awake, alert, overnight)	Assessment of Services	Change of Service to: (what participant is requesting in addition to current service)	Nursing Services in School
						Reason for requested change in service:	

Name of physician ordering the nursing service and the date of last visit: \_\_\_\_\_

Summary of current medical condition as of mm/dd/yy:

--

### Hospitalizations/ED Visits Since Last Nursing Assessment Update

Facility	Adm. Date	D/C Date	LOS	Reason for Admission

Support Systems: ☐ CO Waiver ☐ DD Waiver ☐ CFC ☐ Respite ☐ Other Waiver ☐ School/Day Care

### Family Composition

Name of Primary Caregiver:		Primary Caregiver Work Schedule:	
Current address of primary caregiver:			
Name of others living in the home and relationship to participant:			
Names and ages of siblings residing in the home. (Please provide information on any siblings who also have special needs or receive services.)			
Are caregivers able to provide care? <input type="checkbox"/> Yes <input type="checkbox"/> No (If No, please explain.)		Name of trained back up caregiver:	
Name of school or medical day program, including days and times participant attends:			
Does nurse attend school/day program with the participant?			
Is nursing provided in the school/day program for this participant?			
If nursing needed and not provided, why?			
List of school services, including an explanation of nursing services:			

## ATTACHMENT L: PRIVATE DUTY NURSING ASSESSMENT

List other support services being provided in the home through other programs: Check all that apply: ☐ CFC personal assistance  
☐ DDA personal supports ☐ Home Health visits ☐ Autism Waiver supports ☐ PDN private insurer/School ☐ Other

### Nutritional Status

Tube feeding:	<input type="checkbox"/> Yes	Type:	<input type="checkbox"/> NGT <input type="checkbox"/> GT <input type="checkbox"/> JT		<input type="checkbox"/> No
Bolus	<input type="checkbox"/> Yes	Times administered:			<input type="checkbox"/> No
Continuous	<input type="checkbox"/> Yes	Times administered:			<input type="checkbox"/> No
Plan to transition to bolus feedings?				<input type="checkbox"/> Yes	<input type="checkbox"/> No
Oral Feedings				<input type="checkbox"/> Yes	<input type="checkbox"/> No
Date of last Swallow Test: _____ Result: _____					
<input type="checkbox"/> History of aspiration <input type="checkbox"/> Documented high risk of aspiration <input type="checkbox"/> NG tube/active infant <input type="checkbox"/> Irritable/active and pulls at tube feeding					
<input type="checkbox"/> Other (Explain) _____					

### Respiratory Status

<b>Ventilator?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes Select when ventilator used:	<input type="checkbox"/> Day <input type="checkbox"/> Evening <input type="checkbox"/> Overnight	Frequency:	
Date of last sleep study: _____ Result: _____					
Wean schedule:				<input type="checkbox"/> Yes	<input type="checkbox"/> No
Apnea Monitor ordered?				<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Trach?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No				
Tracheal suctioning frequency: _____					
Oral suctioning frequency: _____					
<b>BIPAP?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<b>CPAP?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes Select when used:	<input type="checkbox"/> Day <input type="checkbox"/> Evening <input type="checkbox"/> Overnight
If yes, please provide frequency:			Date initiated: _____		
Other? <input type="checkbox"/> Yes <input type="checkbox"/> No					

### Intravenous Therapy

Intravenous therapy?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Type/Site: _____
Treatment: _____		
Frequency: _____		

### Mental Status

Participant's cognitive status: <input type="checkbox"/> Alert & Oriented <input type="checkbox"/> Lethargic <input type="checkbox"/> Doesn't follow commands <input type="checkbox"/> Combative <input type="checkbox"/> Unresponsive <input type="checkbox"/> Other: _____					
Seizures <input type="checkbox"/> Yes <input type="checkbox"/> No		If yes, Type: _____		Frequency: _____	

## ATTACHMENT L: PRIVATE DUTY NURSING ASSESSMENT

**Other Skilled Needs** (i.e. wound care, urinary tubes, ostomy appliances, rods or other orthopedic appliances, contractures, ROM, etc.)

--

**Comments** (include notes which will assist DONS in making a determination)

--

**This assessment was completed by:** \_\_\_\_\_ **Date completed:** \_\_\_\_\_

**ATTACHMENT M: PRE-PROPOSAL CONFERENCE FORM**

**ATTACHMENT M: PRE-PROPOSAL CONFERENCE FORM**

**Rare and Expensive Case Management**

A Pre-Proposal Conference will be held at 2:00 PM, on Wednesday, September 11, 2019, at 201 West Preston Street, Room L1, Baltimore, MD 21201. Please return this form by September 6, 2019, advising whether you plan to attend.

Return via e-mail or fax this form to the Contract Monitor:

Margaret Berman  
Maryland Department of Health  
201 W. Preston Street, Room 210  
Baltimore, MD 21201  
Email: [MDH.REMsolicitation@maryland.gov](mailto:MDH.REMsolicitation@maryland.gov)  
Fax #: (410) 333-5426

Please indicate:

\_\_\_\_\_ Yes, the following representatives will be in attendance:

- 1.
- 2.
- 3.

\_\_\_\_\_ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested:

---

Signature

---

Title

---

Name of Firm (please print)

ATTACHMENT N: REM CONTRACT

CASE MANAGER PROVIDER

THIS CONTRACT (the “Contract”) is made this (“X<sup>th</sup>”) day of (month), (year) by and between (Contractor’s name) and the STATE OF MARYLAND, acting through the Department of Health.

In consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which is duly acknowledged by the parties, the parties agree as follows:

**1. Definitions**

In this Contract, the following words have the meanings indicated:

- 1.1 “COMAR” means Code of Maryland Regulations.
- 1.2 “Contract” means this agreement between (Contractor’s name) and the State of Maryland, acting through the Maryland Department of Health.
- 1.3 “Contract Monitor” means the following Department employee identified as the Contract Monitor: Margaret Berman, 410-767-1620, [margaret.berman@maryland.gov](mailto:margaret.berman@maryland.gov).
- 1.4 “Contractor” means (Contractor’s name) whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address).
- 1.5 “Department” means the Maryland Department of Health.
- 1.6 “Solicitation” means the Case Management Provider Solicitation, and any addenda thereto issued in writing by the State.
- 1.7 “State” means the State of Maryland.
- 1.8 “Technical Proposal” means the Contractor’s Technical Proposal dated (Technical Proposal date).

**2. Scope of Contract**

- 2.1 The Contractor shall provide deliverables, programs, goods, and services specific to the Contract for the REM Case Management Solicitation awarded in accordance with Exhibits A-C listed in this section and incorporated as part of this Contract. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:



## ATTACHMENT N: REM CONTRACT

Exhibit A – The Solicitation;

Exhibit B – State Contract Affidavit, executed by the Contractor and dated (date of Attachment P); and

Exhibit C – The Proposal.

2.2 The Contract Monitor may, at any time, by written order, make changes in the work within the general scope of the Contract or the Solicitation. No other order, statement, or conduct of the Contract Monitor or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

2.3 While the Contract Monitor may, at any time, by written change order, make unilateral changes in the work within the general scope of the Contract as provided in Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; and (b) all parties sign the modification.

### **3. Period of Performance.**

3.1 The term of this Contract begins on the date the Contract is signed by the Department. The Contractor shall provide services under this Contract as of the Go-Live date contained in the written Notice to Proceed. From this Go-Live date, the Contract shall be for a period of approximately three (3) years beginning March 1, 2019 and ending on February 28, 2022.

3.2 The State, at its sole option, has the unilateral right to extend the term of the Contract for two (2) additional successive one-year periods.

3.3 Audit, confidentiality, document retention, and indemnification obligations under this Contract shall survive expiration or termination of the Contract.

### **4. Consideration and Payment**

4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract.

4.2 Payments to the Contractor shall be made no later than thirty (30) days after the Department's receipt of a proper invoice for services provided by the Contractor, acceptance by the Department of services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must

include the Contractor's Federal Tax Identification or Social Security Number for a Contractor who is an individual which is **(Contractor's FEIN or SSN)**. Charges for late payment of invoices are prohibited. Invoices shall be submitted to the Contract Monitor. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

- 4.3 In addition to any other available remedies, if, in the opinion of the Contract Monitor, the Contractor fails to perform in a satisfactory and timely manner, the Contract Monitor may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Contract Monitor.
- 4.4 Payment of an invoice by the Department is not evidence that services were rendered as required under this Contract.

## **5. Rights to Records and Other Property**

- 5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.
- 5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract, and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.
- 5.3 The Contractor shall report to the Contract Monitor, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.
- 5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

- 5.5 Upon termination of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Contract Monitor.

**6. Exclusive Use**

- 6.1 The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.
- 6.2 Except as may otherwise be set forth in this Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the Department or developed by Contractor relating to the Contract, except that Contractor may provide said information to any of its officers, employees and subcontractors who Contractor requires to have said information for fulfillment of Contractor's obligations hereunder. Each officer, employee and/or subcontractor to whom any of the Department's confidential information is to be disclosed shall be advised by Contractor of and bound by confidentiality and intellectual property terms substantively equivalent to those of this Contract.

**7. Patents, Copyrights, and Intellectual Property**

- 7.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, or copyright or which is proprietary to, or a trade secret of, another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.
- 7.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, service mark, trade secret, or copyright, the Contractor will defend the State against that claim at Contractor's expense and will pay all damages, costs, and attorneys' fees that a court finally awards, provided the State: (a) promptly notifies the Contractor in writing of the claim; and (b) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 7.3 below.
- 7.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: (a) procure for the State the right to continue using the applicable item; (b) replace the product with a non-infringing product substantially complying with the item's

specifications; or (c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

**8. Confidential or Proprietary Information and Documentation**

- 8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH Act, and the Maryland Medical Records Act and the implementation of regulations promulgated pursuant thereto, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.
- 8.2 This Section 8 shall survive expiration or termination of this Contract.

**9. Loss of Data**

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Monitor. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by the Contractor under this Contract (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and/or applications with which the Contractor is working hereunder.

**10. Indemnification**

- 10.1 The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract.
- 10.2 This indemnification clause shall not be construed to mean that the Contractor shall indemnify the State against liability for any losses, damages, claims, suits, actions,

liabilities, and/or expenses that are attributable to the sole negligence of the State or the State's employees.

- 10.3 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.
- 10.4 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.
- 10.5 The Contractor shall immediately notify the Contract Monitor of any claim or lawsuit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, lawsuit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.
- 10.6 This Section 10 shall survive termination of this Contract.

## **11. Non-Hiring of Employees**

No official or employee of the State, as defined under Md. Code Ann., General Provisions Article, § 5-101, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

## **12. Protests**

Any appeal related to this solicitation shall be subject to the provisions of COMAR 10.01.03, except that the Department shall hold a hearing, consider any exceptions and render a final decision within thirty (30) days of the date an appeal is filed. Appeals must be filed with the Contract Monitor within seven (7) calendar days of the date of receipt by the Offeror of a letter of non-award or, if the Offeror requests a debriefing, within seven (7) calendar days of the debriefing. The Department may make an award of this Contract notwithstanding an appeal. Appeal by an unsuccessful Offeror of an award of this Contract does not stay the start date of the Contract as agreed to by the Department and the selected awardee.

## **13. Maryland Law**

- 13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

- 13.2 The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland), does not apply to this Contract or any purchase order or Notice to Proceed issued under this Contract, or any software, or any software license required hereunder.
- 13.3 Any and all references to the Maryland Code, Annotated contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

**14. Nondiscrimination in Employment**

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

**15. Contingent Fee Prohibition**

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of this Contract.

**16. Non-Availability of Funding**

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the

Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

**17. Termination for Default**

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages.

**18. Termination for Convenience**

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

**19. Delays and Extensions of Time**

19.1 The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays, interruptions, interferences, or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

19.2 Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

**20. Suspension of Work**

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Contract Monitor may determine to be appropriate for the convenience of the State.

**21. Pre-Existing Regulations – Not applicable**

**22. Financial Disclosure**

The Contractor shall comply with the provisions of Md. Code Ann., State Finance and Procurement Article, § 13-221, which requires that every person that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$200,000 or more, shall within thirty (30) days of the time when the aggregate value of these contracts, leases or other agreements reaches \$200,000, file with the Secretary of the State certain specified information to include disclosure of beneficial ownership of the business.

**23. Political Contribution Disclosure – Not Applicable**

**24. Documents Retention and Inspection Clause**

The Contractor and subcontractors shall retain and maintain all records and documents relating to this Contract for a period of five (5) years after final payment by the State hereunder or any applicable statute of limitations or federal retention requirements (such as HIPAA), whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Contract Monitor or designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. In the event of any audit, the Contractor shall provide assistance to the State, without additional compensation, to identify, investigate, and reconcile any audit discrepancies and/or variances. This Section 24 shall survive expiration or termination of the Contract.

**25. Right to Audit**

The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's and/or subcontractor's performance under this Contract. An audit is defined as a planned and documented independent activity performed by qualified personnel including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Contractor's compliance with the Contract, including but not limited to adequacy and compliance with established procedures and internal controls over the Contract services being performed for the State.

Upon three (3) Business Days' notice, the Contractor and/or any subcontractors shall provide the State reasonable access to their respective records to verify conformance to the terms of the Contract. The Department may conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting or audit



firm, solely at the Department's election. The Department may copy, at its own expense, any record related to the services performed and provided under this Contract.

The right to audit shall include any of the Contractor's subcontractors including but not limited to any lower tier subcontractor(s) that provide essential support to the Contract services. The Contractor and/or subcontractor(s) shall ensure the Department has the right to audit such subcontractor(s).

The Contractor and/or subcontractors shall cooperate with Department and Department's designated accountant or auditor and shall provide the necessary assistance for the Department or Department's designated accountant or auditor to conduct the audit.

This Section shall survive expiration or termination of the Contract.

**26. Compliance with Laws**

The Contractor hereby represents and warrants that:

- 26.1 It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- 26.2 It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- 26.3 It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- 26.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

**27. Cost and Price Certification – Not Applicable.**

**28. Subcontracting; Assignment**

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Contract Monitor, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Contract Monitor; provided, however, that a Contractor may assign monies receivable under a contract after due notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

**29. Liability**

For breach of this Contract, negligence, misrepresentation, or any other contract or tort claim, the Contractor shall be liable as follows:

- 29.1 For infringement of patents, copyrights, trademarks, service marks, and/or trade secrets, as provided in Section 7 of this Contract;
- 29.2 Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
- 29.3 For all other claims, damages, losses, costs, expenses, suits, or actions in any way related to this Contract, regardless of the form the Contractor's liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.

**30. Commercial Nondiscrimination**

- 30.1 As a condition of entering into this Contract, the Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described at Md. Code Ann., State Finance and Procurement Article, Title 19. As part of such compliance, the Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Contractor retaliate against any person for reporting instances of such discrimination. The Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. The Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- 30.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the Department, in all subcontracts.
- 30.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against the Contractor under Md. Code Ann., State Finance and Procurement Article, Title 19, as amended from time to time, the Contractor agrees to provide within sixty (60) days after the request a complete

list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth at Md. Code Ann., State Finance and Procurement Article, Title 19, and provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

**31. Prompt Pay Requirements – Not Applicable**

**32. Living Wage**

If a Contractor subject to the Living Wage law fails to submit all records required under COMAR 21.11.10.05 to the Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation, the agency may withhold payment of any invoice or retainage. The agency may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

**33. Use of Estimated Quantities**

Unless specifically indicated otherwise in the State's solicitation or other controlling documents related to the Scope of Work, any sample amounts provided are estimates only and the Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

**34. Contract Monitor**

The work to be accomplished under this Contract shall be performed under the direction of the Contract Monitor. All matters relating to the interpretation of this Contract shall be referred to the Contract Monitor for determination.

**35. Notices**

All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to the State: Margaret Berman, Chief  
Division of Children's Services  
201 W. Preston St., Room 210  
Baltimore, MD 21201

If to the Contractor: \_\_\_\_\_  
\_\_\_\_\_

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**37. Parent Company Guarantee**

(Corporate name of Contractor's Parent Company) hereby guarantees absolutely the full, prompt, and complete performance by (Contractor) of all the terms, conditions and obligations contained in this Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial commitments, obligations, and liabilities. (Corporate name of Contractor's Parent Company) may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective discretion. (Corporate name of Contractor's Parent Company) further agrees that if the State brings any claim, action, lawsuit or proceeding against (Contractor), (Corporate name of Contractor's Parent Company) may be named as a party, in its capacity as Absolute Guarantor.

**38. Federal Department of Health and Human Services (DHHS) Exclusion Requirements**

The Contractor agrees that it will comply with federal provisions (pursuant to §§ 1128 and 1156 of the Social Security Act and 42 C.F.R. 1001) that prohibit payments under certain federal health care programs to any individual or entity that is on the List of Excluded Individuals/Entities maintained by DHHS. By executing this contract, the Contractor affirmatively declares that neither it nor any employee is, to the best of its knowledge, subject to exclusion. The Contractor agrees, further, during the term of this contract, to check the List of Excluded Individuals/Entities prior to hiring or assigning individuals to work on this Contract, and to notify the Department immediately of any identification of the Contractor or an individual employee as excluded, and of any DHHS action or proposed action to exclude the Contractor or any Contractor employee.

**39. Compliance with Federal HIPAA and State Confidentiality Law**

39.1 The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. § 1320d et seq., and implementing regulations including 45 C.F.R. Parts 160 and 164. The Contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes:

- (a) As necessary, adhering to the privacy and security requirements for protected health information and medical records under HIPAA and MCMRA and making the transmission of all electronic information compatible with the HIPAA requirements;

## ATTACHMENT N: REM CONTRACT

- (b) Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the contract; and
  - (c) Otherwise providing good information management practices regarding all health information and medical records.
- 39.2 Based on the determination by the Department that the functions to be performed in accordance with the scope of work set forth in the solicitation constitute business associate functions as defined in HIPAA, the Contractor shall execute a business associate agreement as required by HIPAA regulations at 45 C.F.R. 164.501 and in the form as required by the Department.
- 39.3 “Protected Health Information” as defined in the HIPAA regulations at 45 C.F.R. 160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

### **41. Limited English Proficiency**

The Contractor shall provide equal access to public services to individuals with limited English proficiency in compliance with Md. Code Ann., State Government Article, §§ 10-1101 et seq., and Policy Guidance issued by the Office of Civil Rights, Department of Health and Human Services, and MDH Policy 02.06.07.

### **42. Miscellaneous**

- 42.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract shall survive termination or expiration of this Contract and continue in full force and effect.
- 42.2 If any term contained in this Contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

**IN WITNESS THEREOF**, the parties have executed this Contract as of the date hereinabove set forth.

**ATTACHMENT N: REM CONTRACT**

CONTRACTOR

STATE OF MARYLAND  
DEPARTMENT OF HEALTH

\_\_\_\_\_  
By:

\_\_\_\_\_  
By: Dennis Schrader, Chief Operating  
Officer

Or designee:

\_\_\_\_\_  
Date

PARENT COMPANY (GUARANTOR) (if  
applicable)

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved for form and legal sufficiency  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Assistant Attorney General

**ATTACHMENT O: PROPOSAL AFFIDAVIT**

**A. AUTHORITY**

I hereby affirm that I, \_\_\_\_\_ (name of affiant) am the  
\_\_\_\_\_ (title) and duly authorized representative of  
\_\_\_\_\_ (name of business entity) and that I possess the legal  
authority to make this affidavit on behalf of the business for which I am acting.

**B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/proposal on this project, the Bidder/Offeror has considered all Bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendor’s, supplier’s, or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal. As part of its Bid/proposal, the Bidder/Offeror herewith submits a list of all instances within the past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder/Offeror agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

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**D. AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
  - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
  - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
  - (a) §7201, Attempt to Evade or Defeat Tax;
  - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
  - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information;
  - (d) §7206, Fraud and False Statements, or
  - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
  - (a) A court:
    - (i) Made the finding; and



## ATTACHMENT O: PROPOSAL AFFIDAVIT

- (ii) Decision became final; or
  - (b) The finding was:
    - (i) Made in a contested case under the Maryland Administrative Procedure act; and
    - (ii) Not overturned on judicial review;
  - (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
    - (a) A court:
      - (i) Made the finding; and
      - (ii) Decision became final; or
    - (b) The finding was:
      - (i) Made in a contested case under the Maryland Administrative Procedure act; and
      - (ii) Not overturned on judicial review;
  - (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
    - (a) A court:
      - (i) Made the finding; and
      - (ii) Decision became final; or
    - (b) The finding was:
      - (i) Made in a contested case under the Maryland Administrative Procedure act; and
      - (ii) Not overturned on judicial review; or
  - (15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):
- 
- 

### E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

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### F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

## ATTACHMENT O: PROPOSAL AFFIDAVIT

- (1) The business was not established and does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
  - (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
- 
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### G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

### H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/proposal that is being submitted; or
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/proposal is submitted.

### I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, State Department of Assessments and Taxation, and Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

### J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any

## ATTACHMENT O: PROPOSAL AFFIDAVIT

other consideration contingent on the making of the Contract.

### **K. CERTIFICATION REGARDING INVESTMENTS IN IRAN**

- (1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17- 705, Annotated Code of Maryland:
  - (a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and
  - (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.
- (2) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

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### **L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)**

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

### **M. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL**

I FURTHER AFFIRM THAT:

In preparing its bid/proposal on this project, the Bidder/Offeror has considered all bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel and its territories. The Bidder/Offeror also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of the solicitation for bid/proposals for this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the bid/proposal.

### **N. I FURTHER AFFIRM THAT:**

Any claims of environmental attributes made relating to a product or service included in the bid or bid/proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 C.F.R. §260, that apply to claims about the environmental attributes of a product, package or service in connection with the marketing, offering for sale, or sale of such item or service.

## ATTACHMENT O: PROPOSAL AFFIDAVIT

### O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Contract Monitor and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Bid/proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

By: \_\_\_\_\_  
*Signature of Authorized Representative and Affiant*

Printed Name: \_\_\_\_\_  
*Printed Name of Authorized Representative and Affiant*

Title: \_\_\_\_\_  
*Title*

Date: \_\_\_\_\_  
*Date*

## ATTACHMENT P: CONTRACT AFFADAVIT

### ATTACHMENT P: CONTRACT AFFIDAVIT

#### A. AUTHORITY

I hereby affirm that I, \_\_\_\_\_ (name of affiant) am the \_\_\_\_\_ (title) and duly authorized representative of \_\_\_\_\_ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

#### B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation - ☐ domestic or ☐ foreign;
- (2) Limited Liability Company - ☐ domestic or ☐ foreign;
- (3) Partnership - ☐ domestic or ☐ foreign;
- (4) Statutory Trust - ☐ domestic or ☐ foreign; or
- (5) ☐ Sole Proprietorship;

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID Number: \_\_\_\_\_

Address: \_\_\_\_\_

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: \_\_\_\_\_

Address: \_\_\_\_\_

#### C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or

its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

**D. DRUG AND ALCOHOL FREE WORKPLACE**

**I CERTIFY THAT:**

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

- (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
- (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
- (c) Prohibit its employees from working under the influence of drugs or alcohol;
- (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
- (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
- (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
  - (i) The dangers of drug and alcohol abuse in the workplace;
  - (ii) The business's policy of maintaining a drug and alcohol free workplace;
  - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
- (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;
- (h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
  - (i) Abide by the terms of the statement;
  - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the Contract Monitor within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial

## ATTACHMENT P: CONTRACT AFFIDAVIT

measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may result in suspension and debarment of the business under COMAR 21.08.03.

### E. CERTAIN AFFIRMATIONS VALID

#### I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Proposal Affidavit dated \_\_\_\_\_, 201\_\_\_\_, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_

By: \_\_\_\_\_ (print name of Authorized Representative and Affiant)

\_\_\_\_\_ (signature of Authorized Representative and Affiant)

## ATTACHMENT Q: LIVING WAGE AFFADAVIT

### ATTACHMENT Q: LIVING WAGE AFFIDAVIT

Contract No. \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

#### If the Contract Is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland's Living Wage Law for the following reasons (check all that apply):

- ☐ Offeror is a nonprofit organization
- ☐ Offeror is a public service company
- ☐ Offeror employs ten (10) or fewer employees and the proposed contract value is less than \$500,000
- ☐ Offeror employs more than ten (10) employees and the proposed contract value is less than \$100,000

#### If the Contract Is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above-named Contractor, hereby affirms its commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and ensure that its subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. \_\_\_\_\_ (initial here if applicable) The Offeror affirms it has no covered employees for the following reasons: (check all that apply):



**ATTACHMENT Q: LIVING WAGE AFFADAVIT**

☐ The employee(s) proposed to work on the contract will spend less than one-half of the employee's time during any work week on the contract;

☐ The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or

☐ The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Witness Name (Typed or Printed): \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SUBMIT THIS AFFIDAVIT WITH PROPOSAL**

**ATTACHMENT R: HIPAA – BUSINESS ASSOCIATES AGREEMENT**

This Business Associate Agreement (the “Agreement”) is made by and between the \_\_\_\_\_ (Issuing Agency Name) (the “Department” or “Agency” or “Authority” or “Commission”) and \_\_\_\_\_ (OfferorCompanyName) (hereinafter known as “Business Associate”). Covered Entity and Business Associate shall collectively be known herein as the “Parties.”

WHEREAS, Covered Entity has a business relationship with Business Associate that is memorialized in a separate agreement (the “Underlying Agreement”) pursuant to which Business Associate may be considered a “business associate” of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 including all pertinent privacy regulations (45 C.F.R. Parts 160 and 164) and security regulations (45 C.F.R. Parts 160, 162, and 164), as amended from time to time, issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (collectively, “HIPAA”); and

WHEREAS, the nature of the contractual relationship between Covered Entity and Business Associate may involve the exchange of Protected Health Information (“PHI”) as that term is defined under HIPAA; and

WHEREAS, for good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA and the Maryland Confidentiality of Medical Records Act (Md. Ann. Code, Health-General §§ 4-301 et seq.) (“MCMRA”); and

WHEREAS, this Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof; NOW THEREFORE, the premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

**I. DEFINITIONS.**

A. Catch-all definition. The following terms used in this Agreement, whether capitalized or not, shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, subcontractor, Unsecured Protected Health Information, and Use.

B. Specific definitions:

1. **Business Associate.** “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. 160.103, and in reference to the party to this agreement, shall mean \_\_\_\_\_ (OfferorCompanyName).
2. **Covered Entity.** “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. § 160.103, and in reference to the party to this agreement, shall mean <<issuingAgencyName>>.
3. **HIPAA Rules.** “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.
4. **Protected Health Information (“PHI”).** Protected Health Information or “PHI” shall generally have the same meaning as the term “protected health information” at 45 C.F.R. § 160.103.

## II. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE.

- A. Business Associate may only use or disclose PHI as necessary to perform the services set forth in the Underlying Agreement or as required by law.
- B. Business Associate agrees to make uses, disclosures, and requests for PHI consistent with Covered Entity’s policies and procedures regarding minimum necessary use of PHI.
- C. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.
- D. Business Associate may, if directed to do so in writing by Covered Entity, create a limited data set, as defined at 45 CFR 164.514(e)(2), for use in public health, research, or health care operations. Any such limited data sets shall omit any of the identifying information listed in 45 CFR § 164.514(e)(2). Business Associate will enter into a valid, HIPAA-compliant Data Use Agreement, as described in 45 CFR § 164.514(e)(4), with the limited data set recipient. Business Associate will report any material breach or violation of the data use agreement to Covered Entity immediately after it becomes aware of any such material breach or violation.
- E. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration, or legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- F. The Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual pursuant to §§13405(d)(1) and (2) of the HITECH Act. This prohibition does not apply to the State’s payment of Business Associate for its performance pursuant to the Underlying Agreement.
- G. The Business Associate shall comply with the limitations on marketing and fundraising communications provided in §13406 of the HITECH Act in connection with any PHI of Individuals.

## III. DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI.

## ATTACHMENT R: HIPPA – BUSINESS ASSOCIATES AGREEMENT

A. Business Associate agrees that it will not use or disclose PHI other than as permitted or required by the Agreement or as Required by Law.

B. Business Associate agrees to use appropriate administrative, technical and physical safeguards to protect the privacy of PHI.

C. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement.

D1. Business Associate agrees to Report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware without reasonable delay, and in no case later than fifteen calendar days after the use or disclosure;

2. If the use or disclosure amounts to a breach of unsecured PHI, the Business Associate shall ensure its report:

a. Is made to Covered Entity without unreasonable delay and in no case later than fifteen (15) calendar days after the incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this Section III.D.1, Business Associate must notify Covered Entity of an incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under 45 C.F.R. Part E within fifteen (15) calendar days after an incident even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA;

b. Includes the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;

c. Is in substantially the same form as **ATTACHMENT J-1** attached hereto; and

d. Includes a draft letter for the Covered Entity to utilize to notify the affected Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach that includes, to the extent possible:

i. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

ii. A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);

iii. Any steps the affected Individuals should take to protect themselves from potential harm resulting from the Breach;

iv. A brief description of what the Covered Entity and Business Associate are doing to investigate the Breach, mitigate losses, and protect against any further Breaches; and

v. Contact procedures for the affected Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.

e. To the extent permitted by the Underlying Agreement, Business Associate may use agents and subcontractors. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2) shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information,

Business Associate must enter into Business Associate Agreements with subcontractors as required by HIPAA;

f. Business Associate agrees it will make available PHI in a designated record set to the Covered Entity, or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524, including, if requested, a copy in electronic format;

g. Business Associate agrees it will make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526;

h. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528;

i. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);

j. Business Associate agrees to make its internal practices, books, and records, including PHI, available to the Covered Entity and/or the Secretary for purposes of determining compliance with the HIPAA Rules.

k. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

#### **IV. TERM AND TERMINATION**

A. Term. The Term of this Agreement shall be effective as of the effective date of the Contract entered into following the solicitation for

\_\_\_\_\_ (Solicitation Title), Solicitation # \_\_\_\_\_, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, in accordance with the termination provisions in this Section IV, or on the date the Covered Entity terminates for cause as authorized in paragraph B of this Section, whichever is sooner. If it is impossible to return or destroy all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, Business Associate's obligations under this contract shall be ongoing with respect to that information, unless and until a separate written agreement regarding that information is entered into with Covered Entity.

B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement; or

2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered entity determines or reasonably believes that cure is not possible.

**C. Effect of Termination.**

1. Upon termination of this Agreement, for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

2. Should Business Associate make an intentional or grossly negligent Breach of PHI in violation of this Agreement or HIPAA or an intentional or grossly negligent disclosure of information protected by the Maryland Confidentiality of Medical Records Act (MCMRA), Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.

**D. Survival.** The obligations of Business Associate under this Section shall survive the termination of this agreement.

**V. CONSIDERATION**

Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

**VI. REMEDIES IN EVENT OF BREACH**

Business Associate hereby recognizes that irreparable harm will result to Covered Entity, and the business of Covered Entity, in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Sections II or III above, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of Sections II or III. Furthermore, in the event of breach of Sections II or III by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The remedies contained in this Section VI shall be in addition to, not in lieu of, any action for damages and/or any other remedy Covered Entity may have for breach of any part of this Agreement or the Underlying Agreement or which may be available to Covered Entity at law or in equity.

**VII. MODIFICATION; AMENDMENT**

This Agreement may only be modified or amended through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for

Covered Entity to comply with the requirements of the HIPAA rules and any other applicable law.

### **VIII. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES**

Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

### **IX. COMPLIANCE WITH STATE LAW**

The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical information under the MCMRA and is subject to the provisions of that law. If the HIPAA Privacy or Security Rules and the MCMRA conflict regarding the degree of protection provided for PHI, Business Associate shall comply with the more restrictive protection requirement.

### **X. MISCELLANEOUS**

A. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules.

B. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

C. Notice to Covered Entity. Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

[[Insert the name and contact information of the HIPAA contact person within the Agency or appropriate covered health care entity.]]

Name: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

D. Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Phone: \_\_\_\_\_

E. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this Agreement and continue in full force and effect.

F. Severability. If any term contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed

## ATTACHMENT R: HIPPA – BUSINESS ASSOCIATES AGREEMENT

from this Agreement, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

G. Terms. All of the terms of this Agreement are contractual and not merely recitals and none may be amended or modified except by a writing executed by all parties hereto.

H. Priority. This Agreement supersedes and renders null and void any and all prior written or oral undertakings or agreements between the parties regarding the subject matter hereof.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

### COVERED ENTITY:

### BUSINESS ASSOCIATE:

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



**J-1 FORM OF NOTIFICATION TO COVERED ENTITY OF BREACH OF  
UNSECURED PHI**

This notification is made pursuant to Section III.D(3) of the Business Associate Agreement between <<issuingAgencyName>> and \_\_\_\_\_ (Business Associate).

Business Associate hereby notifies <<issuingAgencyName>> that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach:

\_\_\_\_\_  
\_\_\_\_\_

Date of the breach: \_\_\_\_\_ Date of discovery of the breach: \_\_\_\_\_

Does the breach involve 500 or more individuals? Yes/No If yes, do the people live in multiple states? Yes/No

Number of individuals affected by the breach: \_\_\_\_\_

Names of individuals affected by the breach: (attach list)

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code):

\_\_\_\_\_  
\_\_\_\_\_

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches:

\_\_\_\_\_  
\_\_\_\_\_

Contact information to ask questions or learn additional information:

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Address:

\_\_\_\_\_

E-mail Address:

\_\_\_\_\_

Phone Number:

\_\_\_\_\_

## **ATTACHMENT S: MARYLAND MEDICAL ASSISTANCE PROVIDER AGREEMENT**

### **ATTACHMENT S: MARYLAND MEDICAL ASSISTANCE PROVIDER AGREEMENT FOR REM CASE MANAGEMENT SERVICES**

This Agreement (the “Agreement”), entered into between the Maryland Department of Health (the “Department”) and Provider, is made pursuant to Title XIX and Title XXI of the Social Security Act, Health-General, Title 15, Annotated Code of Maryland and state regulations promulgated thereunder to provide Case Management services (“Service(s)”) to eligible Maryland Medical Assistance REM Participants (“Participant(s)”). On its effective date, this Agreement supersedes and replaces any existing contracts between the parties related to the provision of Services to Participants.

#### **I. PROVIDER OBLIGATIONS:**

A. The Provider complies with all standards of practice, professional standards, levels of Service, and all applicable federal and state laws, statutes, rules and regulations, as well as all administrative policies, procedures, transmittals, and guidelines issued by the Department, including but not limited to, verifying Participant eligibility, , submitting accurate, complete and timely claims, and conducting business in such a way the Participant retains freedom of choice of providers. The Provider acknowledges his, her or its responsibility to become familiar with those requirements as they may differ significantly from those of other third party payor programs.

B. The Provider agrees to maintain adequate medical, financial and administrative records that fully justify and describe the nature and extent of all goods and Services provided to Participants for a minimum of six (6) years from the date of payment or longer if required by law. The Provider agrees to provide access upon request to its business or facility and all related Participant information and records, including claims records, to the Department, the Medicaid Fraud Control Unit (MFCU) of the Maryland Attorney General’s Office, the U.S. Department of Health and Human Services, and/or any of their respective employees, designees or authorized representatives. This requirement does not proscribe record requirements by other laws, regulations, or agreements. It is the Provider’s responsibility to obtain any Participant consent required to provide the Department, its designee, the MFCU, federal employees, and/or designees or authorized representatives with requested information and records or copies of records. Failure to timely submit or failure to retain adequate documentation for services billed to the Department may result in recovery of payments for Services not adequately documented, and may result in the termination or suspension of the Provider from participation as a MA provider.

1. Original records must be made available upon request during on-site visits by Department personnel or personnel of the Department’s designee.
2. Copies of records must be timely forwarded to the Department upon written request.

## **ATTACHMENT S: MARYLAND MEDICAL ASSISTANCE PROVIDER AGREEMENT**

C. The Provider agrees to protect the confidentiality of all Participant information in accordance with the terms, conditions and requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as amended, and regulations adopted thereunder contained in 45 CFR 160, 162 and 164, and the Maryland Confidentiality of Medical Records Act (Md. Ann. Code, Health-General §§4-301 et seq.).

D. The Provider agrees to provide services on a non-discriminatory basis and not discriminate on the basis of race, color, national origin, age, religion, gender, sex, developmental disabilities, mental disabilities, physical disabilities, sexual orientation, or marital status.

E. The Provider agrees to provide Services in compliance with the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, and their respective accompanying regulations, and ensure that qualified individuals with disabilities are given an opportunity to participate in and benefit from its Services, including providing interpretive services for the deaf and hard of hearing when required.

F. The Provider agrees to provide Services in compliance with Section 1557 of the Affordable Care Act (42 U.S.C 18116) that requires Providers to post a non-discrimination statement, language accessibility statement, grievance procedure and taglines advising that language assistance is available, at no cost, in at least the top fifteen (15) language spoken by individuals with limited English proficiency of Maryland.

G. The Provider agrees to hold harmless, indemnify and defend the Department from all negligent or intentionally detrimental acts of the Provider, its agents and employees.

H. The Provider shall obtain the Department's written permission before employing an employee of the State of Maryland whose duties include matters relating to this Agreement.

I. The Provider will check the Federal List of Excluded Individuals/Entities on the Health and Human Services (HHS) Office of Inspector General (OIG) website prior to hiring or contracting with individuals or entities and periodically check the OIG website to determine the participation/exclusion status of current employees and contractors. To check the Federal System for Award Management (SAM) prior to hiring or contracting with individuals or entities and periodically check the SAM website to determine the participation/exclusion status of current employees and contractors. To check the Maryland Medicaid List of Excluded Providers and Entities prior to hiring or contracting with individuals or entities and periodically check the website to determine the participation/exclusion status of current employees and contractors. The Provider further agrees to not knowingly employ, or contract with a person, partnership, company, corporation or any other entity or individual that has been disqualified from providing or supplying services to Recipients.

J. The Provider agrees to accept the Department's payments as payment in full for covered Services rendered to a Participant. The Provider agrees not to bill, retain, or accept any additional

## **ATTACHMENT S: MARYLAND MEDICAL ASSISTANCE PROVIDER AGREEMENT**

payment from any Participant. If the Department denies payment or requests payment from the Participant, or if the Department denies payment or requests repayment because an otherwise covered Service was not medically necessary or was not preauthorized (if required), the Provider agrees not to seek payment from the Participant for that Service. The Provider further agrees to immediately repay the Department in full for any claims where the Provider received payment from another party after being paid by the Department.

K. The Provider is responsible for the validity and accuracy of all claims submitted to the Department, whether submitted on paper, electronically or through a billing service.

L. The Provider agrees that all submitted claims shall be for medically necessary Services that were actually provided as described in the claim. The Provider acknowledges that the submission of false or fraudulent claims could result in criminal prosecution and civil and administrative sanctions. Possible sanctions include the Provider's expulsion from the Maryland Medical Assistance Program and/or referrals by the Department to the HHS OIG for expulsion from the Medicare program.

M. The Provider agrees to include on any claim the provider number of any individual provider rendering the service in addition to its own provider number.

N. The Provider agrees to disclose information in accordance with 42 CFR §§ 455.102 through 455.105.

O. The Provider agrees that before the Department enters into or renews this Agreement, the Provider will report and disclose the identity of any person in accordance with 42 CFR §§ 455.102 through 455.104.

P. The Provider agrees to exhaust all administrative remedies prior to initiating any litigation against the Department.

Q. Upon receipt of notification that the Provider is disqualified through any federal, state and/or Medicaid administrative action, the Provider agrees to not submit claims for payment to the Department for Services performed after the disqualification date.

R. The Provider agrees that any excessive payments to a Provider are overpayments that may be immediately deducted from future Department payments to any payee with the Provider's tax identification number, at the discretion of the Department. The Provider further acknowledges the Department's ability to audit payments received by the Provider, and that, if an audit reveals that the Provider has failed to comply with Department regulations, the Department may immediately recover as overpayments any excessive payments to which the Provider was not entitled. The Provider also understands that the Department may impose sanctions, including the withholding of payments, suspension or termination of participation in the Maryland Medical Assistance Program, for Provider's failure to comply with governing regulations.

## **ATTACHMENT S: MARYLAND MEDICAL ASSISTANCE PROVIDER AGREEMENT**

S. The Provider understands that the continuation of this Agreement beyond the current term is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State legislature and/or federal sources. The Department may terminate this Agreement and the Provider waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Department's funding from State and/or federal sources is not appropriated or is withdrawn, limited or impaired.

T. The Provider agrees to comply with the Deficit Reduction Act of 2005 (DRA) employee education requirement imposed upon any entity, including any governmental agency, organization, unit, corporation, partnership or other business arrangement (including any Medicaid MCO), whether for profit or not for profit, which receives annual Medicaid Payments of at least \$5,000,000.

U. The Provider agrees that it has authority to bind all staff and any individual rendering providers to this Agreement and that it will provide each member that is a Medicaid provider with a copy of this Agreement. The Provider also agrees to provide the Department with names and proof of current licensure for each individual rendering provider who is not enrolled with Maryland Medicaid as well as the name(s) of individual (s) with authority to sign billings on behalf of the group. The Provider agrees to be jointly responsible with any staff or individual rendering provider for contractual or administrative sanctions or remedies including, but not limited to reimbursement, withholding, recovery, suspension, termination or exclusion on any claims submitted or payment received. Any false claims, statements or documents, concealment or omission of any material facts may be prosecuted under applicable federal or state laws.

V. The Provider agrees to notify the Department within five (5) working days of any of the following:

1. Any action which may result in the suspension, revocation, condition, limitation, qualification or other material restriction on a Provider's licenses, certifications, permits or staff privileges by any entity under which a Provider is authorized to provide Services including indictment, arrest, felony conviction or any criminal charge;
2. Change in corporate entity, servicing locations, mailing address or addition to or removal of practitioners or any other information pertinent to the receipt of Department funds; or
3. Change in ownership including full disclosure of the terms of the sales agreement. When there is a change in ownership this Agreement is automatically assigned to the new owner, and the new owner shall, as a condition of participation, assume liability, jointly and severally with the prior owner for any and all amounts that may be due, or become due to the Department, and such amounts may be withheld from the payment of claims submitted when determined.

## **ATTACHMENT S: MARYLAND MEDICAL ASSISTANCE PROVIDER AGREEMENT**

W. The Provider agrees that any material breach or violation of any provision of the Agreement shall make the entire Agreement, at the Department's option, subject to cancellation.

X. In the case of termination, the Provider shall notify Participant at the time of termination and before rendering Services that the Provider is no longer a Maryland Medical Assistance Provider. Following termination of this Agreement, the Provider agrees to continue to retain records and reimburse the Maryland Medical Assistance Program for overpayments as described in this Agreement and as required by law, including but not limited to Maryland Health-General § 4-403.

### **II. THE DEPARTMENT'S OBLIGATIONS:**

A. The Department agrees to reimburse the Provider for medically necessary Services provided to Participants that are covered by the Maryland Medical Assistance Program at the time of service. Services will be reimbursed in accordance with all Program regulations and fee schedules as reflected in the Code of Maryland Regulations or other rules, action transmittals or guidance issued by the Department.

B. The Department agrees to provide notice of changes in Program regulations through publication in the Maryland Register.

### **III. THE DEPARTMENT AND PROVIDER MUTUALLY AGREE:**

A. The Department may terminate this Agreement at any time by notifying the Provider in writing.

B. That the effective date of this Agreement shall be the date the Provider is enrolled into the Department's Medicaid Management Information System (MMIS-II). This Agreement shall remain in effect unless terminated as described in Section III A.

C. That this Agreement is not transferable or assignable.

D. That the Provider Enrollment Application submitted and signed by the Provider is incorporated by reference into this Agreement and is a part hereof as though fully set forth herein.

Provider Signature (No stamps)                      Date

---

Provider Name (Type or Print)                      Date

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**ATTACHMENT T: ACKNOWLEDGEMENT OF PROVIDER AGREEMENT AND  
RESPONSIBILITIES**

**ATTACHMENT T: ACKNOWLEDGEMENT OF PROVIDER AGREEMENT AND  
RESPONSIBILITIES**

Replace all bracketed sections with the requested information.

**Provider Organization**

[Name of Offeror's Organization] [Address of Organization]  
[Address of Organization]

Tax ID Number: [Insert Tax ID Number]

**Offeror's Contact Information**

[Name of Representative] [Title of Representative]  
[Mailing Address]  
[Mailing Address 2]  
[Telephone Number(s)]  
[Email Address]

**Electronic Funds Transfer**

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

**Acknowledgement of Provider Agreement**

By submitting a response to this solicitation, the Offeror agrees to perform all duties and comply with all requirements identified in the Provider Agreement for REM Case Management Services included in this solicitation. If the Offeror fails to meet all requirements, the Department may withhold payment or terminate the Contract at its discretion.

**Documents Required upon Notice of Recommendation for Contract Award**

Upon receipt of a Notification of Recommendation for Contract Award, the following documents shall be completed, signed if applicable with original signatures, and submitted by the recommended awardee within five (5) Business Days, unless noted otherwise. Submit three (3) copies of each of the following documents:

- (1) Contract;

**ATTACHMENT T: ACKNOWLEDGEMENT OF PROVIDER AGREEMENT AND  
RESPONSIBILITIES**

- (2) Contract Affidavit;
- (3) Non-Disclosure Agreement, if applicable;
- (4) HIPAA Business Associate Agreement, if applicable; and
- (5) Copy of a current Certificate of Insurance.

**Signature**

As an authorized representative of [Name of Offeror's Organization] , by my signature below, I affirm that if the attached Proposal is selected by the Department, [Name of Offeror's Organization] will perform all duties and comply with all requirements and regulations described and referenced in the solicitation "Comprehensive Case Management for the Rare and Expensive Case Management Program."

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(Signature)      Date